

**American Transmission Company LLC**  
**Attachment O-ATC**

**One-Time Acceleration of 2002 Over-Collection**

ATCLLC will accelerate the refund of the 2002 revenue over-collection (that would have been refunded in the 2004 Rate-Tear as required by the formula in the annual Rate Calculation and True-Up procedures) to Rate-Year 2003. Excess revenues will be calculated in accordance with existing tariff procedures.

**American Transmission Company LLC  
Attachment O-ATC  
Start-up Cost Amortization Schedule**

**Start Up Cost Adder Calculation**

Each Transmission Customer shall pay this adder developed to recover the ATC's start-up costs. This charge shall be calculated based on actual expenses incurred when ATC first becomes operational (expected to be 1/1/2001).

The actual expenses incurred by ATC prior to the date of operation, shall be capitalized in a separate account. These capitalized costs shall be amortized on a monthly basis (months) and recovered from all customers taking service under the Tariff.

Determination of the Adder which is billed monthly:

- 1 Start-up Costs (SC) = All expenses incurred by ATC attributable to the start-up of operations.
- 2 N = The Nth month in the 60 month amortization period, the first month being zero and the last month being 59
- 3 RFT = Midwest ISO Rate Formula Template in this Appendix O
- 4 R = Rate of Return - page 4, line 30 of RFT
- 5 CIT = Income Tax Percentage - page 3, line 22 of RFT
- 6 Monthly Amortization (A) =  $SC \times (1/60)$
- 7 Total Monthly Charge =  $A + \{[(SC - N \times A) + (SC - (N+1) \times A)] / 2\} \times [R \times (1+CIT) / 12]$

Example:

Monthly Amortization =  $\$17,910,780 \times (1/60)$

Monthly Amortization = \$298,513

Total Monthly Charge (N=0) =  $\$298,513 + \{[(\$17,910,780 - 0) + (\$17,910,780 - \$298,513)]/2\} \times [0.09565 \times 1.3556 / 12]$

Total Monthly Charge = \$298,513 + \$191,917

Total Monthly Charge = \$490,430

The sum of the Total Monthly Charges for each year will be added to the Net Revenue Requirement for that year and billed to network customers in 12 equal monthly installments based on each customer's load ratio share

Formula Rate - Non-Levelized Adjustments to Rate Formula Template for Purposes of Calculating ITC Earnings Deferrals from the Closing Date through May 31, 2004  
Utilizing FERC Form 1 Data

For the 12 months ended 12/31/02

International Transmission Company

Line No.	(1)	(2)	(3)	(4)	(5)
			Allocated Amount	Adjustments	Adjusted Allocated Amount
1	GROSS REVENUE REQUIREMENT (page 3, line 29)	12 months		0	
	REVENUE CREDITS (Note T)	Total	Allocator		
2	Account No. 454 (page 4, line 34)		TP	[See Note 1.]	
3	Account No. 456 (page 4, line 37)		TP	[See Note 2.]	2
4	Revenues from Grandfathered Interzonal Transactions		TP	[See Note 3.]	0
5	Revenues from service provided by the ISO at a discount		TP		
6	TOTAL REVENUE CREDITS (sum lines 2-5)		0	0	0
7	NET REVENUE REQUIREMENT (line 1 minus line 6)				\$ -
	DIVISOR				
8	Average of 12 coincident system peaks for requirements (RQ) service	(Note A)			
9	Plus 12 CP of firm bundled sales over one year not in line 8	(Note B)			
10	Plus 12 CP of Network Load not in line 8	(Note C)			
11	Less 12 CP of firm P-T-P over one year (enter negative)	(Note D)			
12	Plus Contract Demand of firm P-T-P over one year				2
13	Less Contract Demand from Grandfathered Interzonal Transactions over one year (enter negative) (Note S)				
14	Less Contract Demands from service over one year provided by ISO at a discount (enter negative)				
15	Divisor (sum lines 8-14)		0	0	0
16	Annual Cost (\$/kW/Yr) (line 7 / line 15)				
17	Network & P-to-P Rate (\$/kW/Mr) (line 16 / 12)				
		Peak Rate		Off-Peak Rate	
18	Point-To-Point Rate (\$/kW/Wk) (line 16 / 52; line 16 / 52)				
19	Point-To-Point Rate (\$/kW/Day) (line 18 / 5; line 18 / 7)		Capped at weekly rate		
20	Point-To-Point Rate (\$/MWh) (line 19 / 16; line 19 / 24 times 1,000)		Capped at weekly and daily rates		
21	FERC Annual Charge(\$/MWh) (Note E)		Short Term	Short Term	
22			Long Term	Long Term	

NOTES

Note 1. Line 2 is adjusted to reflect rentals on assets for which ITC will continue to earn rental income during 2003.

Note 2. Line 3 is set to 0 (zero) to reflect ITC's agreement to rebate to its customers during 2003 all point-to-point revenue. Amounts actually to be rebated will be point-to-point revenue earned by ITC in 2003.

Note 3. Line 4 set to zero to reflect ITC's agreement to rebate to its customers during 2003 all point-to-point revenue.

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Utilizing FERC Form 1 Data  
For the 12 months ended 12/31/02

		International Transmission Company				
		(2)	(3)	(4)	(5)	(7)
		Form No. 1	Company Total	Allocator	Transmission	Adjusted
		Page, Line, Col.			(Col 3 times Col 4)	Amount
Line No.	RATE BASE:					
GROSS PLANT IN SERVICE						
1	Production	206.42.g		NA		0
2	Transmission	206.53.g		TP		2
3	Distribution	206.69.g		NA		0
4	General & Intangible	206.5.g & 83.g		W/S		2
5	Common	356.1		CE		2
6	TOTAL GROSS PLANT (sum lines 1-5)			GP=		
ACCUMULATED DEPRECIATION						
7	Production	219.18-22.c		NA		
8	Transmission	219.23.c		TP		
9	Distribution	219.24.c		NA		
10	General & Intangible	219.25.c		W/S		
11	Common	356.1		CE		
12	TOTAL ACCUM. DEPRECIATION (sum lines 7-11)					
NET PLANT IN SERVICE						
13	Production	(line 1- line 7)				[See Note 10.]
14	Transmission	(line 2- line 8)				[See Note 10.]
15	Distribution	(line 3 - line 9)				[See Note 10.]
16	General & Intangible	(line 4 - line 10)				[See Note 10.]
17	Common	(line 5 - line 11)				[See Note 10.]
18	TOTAL NET PLANT (sum lines 13-17)			NP=		
ADJUSTMENTS TO RATE BASE (Note F)						
19	Account No. 281 (enter negativ 273.8.k			NA		0
20	Account No. 282 (enter negativ 275.2.k			NP		0
21	Account No. 283 (enter negativ 277.9.k			NP		0
22	Account No. 190 234.8.c			NP		0
23	Account No. 255 (enter negativ 267.h.8			NP		0
23A	Account No. 182.3 Attachment O Deferral					
23B	Account No. 182.3 ADIT Deferral					
24	TOTAL ADJUSTMENTS (sum lines 19- 23B)				[See Note 11.]	2
25	LAND HELD FOR FUTURE USE 214.x.d (Note G)			TP		
WORKING CAPITAL (Note H)						
26	CWC calculated					
27	Materials & Supplies (Note G) 227.6.c & .15.c			TE		
28	Prepayments (Account 165) 111.46.d			GP		
29	TOTAL WORKING CAPITAL (sum lines 26 - 28)					
30	RATE BASE (sum lines 18, 24, 25, & 29)					

Note 4. Lines 1 and 7 set to zero to reflect the fact that ITC is not engaged in power production.

Note 5. Line 2 includes amounts that otherwise would have been shown on Line 1 and Line 3, Column (3) to reflect the fact that ITC is engaged solely in the business of power transmission.

Note 6. Lines 3 and 9 set to zero to reflect the fact that ITC is not engaged in power distribution.

Note 7. Not Applicable.

Note 8. Not Applicable.

Note 9. Line 8 includes amounts that otherwise would have been shown on Line 7 and line 9, Column (3) to reflect the fact that ITC is engaged solely in the business of power transmission

Note 10. Amounts at Lines 13 through 17, Column (7) will be calculated. They will equal the amounts in Lines 1 through 5 less the respective amounts in Lines 7 through 11 in Column (7).

Note 10A. Line 19 through Line 23 will be set to zero.

Note 11. Line 23B is an addition to rate base set at the amount of ITC's accumulated deferred income taxes immediately prior to closing.

Formula Rate - Non-Levelized Adjustments to Rate Formula Template for Purposes of Calculating ITC Earnings Deferrals from the Closing Date through May 31, 2004 Utilizing FERC Form 1 Data						
International Transmission Company				For the 12 months ended 12/31/02		
(1)	(2)	(3)	(4)	(5)	(6)	(7)
Line No.	Form No. 1 Page, Line, Col.	Company Total	Allocator	Transmission (Col 3 times Col 4)	Adjustments	Adjusted Amount
O&M						
1	Transmission 321.100.b	[See Note 12.]	TE			2
2	Less Account 565 321.88.b				[See Note 13.]	2
3	A&G 323.168.b		W/S			
4	Less FERC Annual Fees		W/S			
5	Less EPRI & Reg. Comm. Exp. & Non-safety Ad. (Note I)		W/S			
5a	Plus Transmission Related Reg. Comm. Exp. (Note I)		TE			
6	Common 356.1		CE			
7	Transmission Lease Payments					
8	TOTAL O&M (sum lines 1, 3, 5a, 6, 7 less lines 2, 4, 5)					
DEPRECIATION EXPENSE						
9	Transmission 336.7.b		TP		[See Note 14.]	2
10	General 336.9.b		W/S			
11	Common 336.10.b		CE			
11A	Attachment O Deferral Adjustment					
11B	ADIT Adjustment				[See Note 15.]	2
12	TOTAL DEPRECIATION (Sum lines 9 - 11B)					
TAXES OTHER THAN INCOME TAXES (Note J)						
LABOR RELATED						
13	Payroll 262.i		W/S			
14	Highway and vehicle 262.i		W/S			
PLANT RELATED						
16	Property 262.i		GP			
17	Gross Receipts 262.i		NA			
18	Other 262.i		GP			
19	Payments in lieu of taxes		GP			
20	TOTAL OTHER TAXES (sum lines 13 - 19)					
INCOME TAXES (Note K)						
21	$T = 1 - ((1 - \text{SIT}) * (1 - \text{FIT})) / (1 - \text{SIT} * \text{FIT} * p)$	36.63%				
22	$\text{CIT} = (T / (1 - T)) * (1 - \text{WCLTD} / R)$	0.00%				
	where WCLTD = (page 4, line 27) and R = (page 4, line 30)					
	and FIT, SIT & p are as given in footnote K.					
23	$1 / (1 - T) =$ (from line 21)	1.5779				
24	Amortized Investment Tax Credit (266.8f) (enter negative)	0				
25	Income Tax Calculation = line 22 * line 28		NA			
26	ITC adjustment (line 23 * line 24)		NP			
27	Total Income Taxes (line 25 plus line 26)					
28	RETURN [Rate Base (page 2, line 30) * Rate of Return (page 4, line 30)]		NA			
29	REV. REQUIREMENT (sum lines 8, 12, 20, 27, 28)					

Note 12. Adjustments to Line 1 will equal the sum of the amounts on ITC's Report on FERC Form No. 1 for Power Production Expenses [FERC Form No. 1, 321.80.b],

Distribution Expenses [FERC Form No. 1, 322.126.b], Customer Accounts Expenses [FERC Form No. 1, 322.134.b], Customer Service and Informational Expenses [FERC Form No. 1, 322.141.b], and Sales Expenses [FERC Form No. 1, 322.148.b] that are not otherwise recoverable through some other tariff. Power Production Expenses and Distribution Expenses that are recoverable through an ancillary services charge will not be included in this adjustment. Adjustments to be made before calculation of allocator for Line 1, Column (4).

Note 13. Line 2 will be set to zero (0) because ITC will not buy electricity from or sell electricity to others and, therefore, will not need to arrange for its transmission by others.

Note 14. Adjustments to Line 9 will equal the sum of the amounts shown on ITC's Report on FERC Form No. 1 for Lines 2 through 6 and Line 8 on page 336, Column b. ITC will not engage in power production and will not distribute electricity.

Note 15. Amortization of ADIT Adjustment is equal to the amount on Line 23B, Column (7) on Page 2 of this schedule divided by twenty (20).

Formula Rate - Non-Levelized Adjustments to Rate Formula Template for Purposes of Calculating ITC Earnings Deferrals from the Closing Date through May 31, 2004  
Utilizing FERC Form 1 Data

For the 12 months ended 12/31/02

International Transmission Company  
**SUPPORTING CALCULATIONS AND NOTES**

Line No.	TRANSMISSION PLANT INCLUDED IN ISO RATES									
1	Total transmission plant (page 2, line 2, column 3)									
2	Less transmission plant excluded from ISO rates (Note M)									
3	Less transmission plant included in OATT Ancillary Services (Note N)									
4	Transmission plant included in ISO rates (line 1 less lines 2 & 3)									
5	Percentage of transmission plant included in ISO Rates (line 4 divided by line 1) TP=									
TRANSMISSION EXPENSES										
6	Total transmission expenses (page 3, line 1, column 3)									
7	Less transmission expenses included in OATT Ancillary Services (Note L)									
8	Included transmission expenses (line 6 less line 7)									
9	Percentage of transmission expenses after adjustment (line 8 divided by line 6)									
10	Percentage of transmission plant included in ISO Rates (line 5)									
11	Percentage of transmission expenses included in ISO Rates (line 9 times line 10) TE=									
WAGES & SALARY ALLOCATOR (W&S)										
	Form 1 Reference	\$	TP	Allocation						
12	Production	354.18.b	[See Note 16.]							
13	Transmission	354.19.b	[See Note 16.]							
14	Distribution	354.20.b	[See Note 16.]							
15	Other	354.21,22,23.b			W&S Allocator (\$ / Allocation) = WS					
16	Total (sum lines 12-15)									
COMMON PLANT ALLOCATOR (CE) (Note Q)										
		\$	% Electric (line 17 / line 20)	W&S Allocator (line 16)	CE					
17	Electric	200.3.c								
18	Gas	200.3.d								
19	Water	200.3.e								
20	Total (sum lines 17 - 19)				(5)	(6)	(7)	Adjusted Amount		
RETURN (R)										
21	Long Term Interest (117, sum of 56c through 60c)	\$				Adjustments [See Note 17.]		Z		
22	Preferred Dividends (118.29c) (positive number)					[See Note 18.]		0		
Development of Common Stock:										
23	Proprietary Capital (112.14d)					[See Note 19.]		Z		
24	Less Preferred Stock (line 28)					[See Note 19.]		Z		
25	Less Account 216.1 (112.12d) (enter negative)					[See Note 19.]		Z		
26	Common Stock (sum lines 23-25)									
		\$	%	Cost (Note P)	Weighted	=WCLTD				
27	Long Term Debt (112, sum of 16d through 19d)	[See Note 20.]	40%							
28	Preferred Stock (112.3d)	0	0%							
29	Common Stock (line 26)	[See Note 21.]	60%	0.1388	0.0833	=R				
30	Total (sum lines 27-29)									
REVENUE CREDITS										
ACCOUNT 447 (SALES FOR RESALE) (310-311) (Note Q)										
31	a. Bundled Non-RQ Sales for Resale (311.x.h)				Load					
32	b. Bundled Sales for Resale included in Divisor on page 1									
33	Total of (a)-(b)				0					
34	ACCOUNT 454 (RENT FROM ELECTRIC PROPERTY) (Note R)					[See Note 22.]		Z		
ACCOUNT 456 (OTHER ELECTRIC REVENUES) (330.x.n)										
35	a. Transmission charges for all transmission transactions									
36	b. Transmission charges for all transmission transactions included in Divisor on Page 1									
37	Total of (a)-(b)									

Formula Rate - Non-Levelized Adjustments to Rate Formula Template for Purposes of Calculating ITC Earnings Deferrals from the Closing Date through May 31, 21  
Utilizing FERC Form 1 Data

For the 12 months ended 12/31/

# SUPPORTING CALCULATIONS AND NOTES

- Note 16. Lines 12 and 14 will be set to zero (0). Amounts accounted for on ITC's Report on FERC Form No. 1 at 354.18.b and 354.20.b will be added to the amount accounted for on ITC's Report on FERC Form No. 1 at 354.19.b and included on Line 13 to reflect the fact that ITC neither produces nor distributes electricity.
- Note 17. Line 21 is set equal to (A) the sum of (i) product of (a) the aggregate annual interest rate on the debt issued by ITC at closing and (b) the principal amount of the debt issued by ITC at closing amortization of any discount anticipated for the twelve months following the Closing Date on the debt issued by ITC at closing and (ii) the amortization of any issuance expenses anticipated for the twelve months following the Closing Date on the debt issued by ITC at closing less (B) the amortization of any premium anticipated for the twelve months following the Closing Date on debt issued by ITC at closing.
- Note 18. Line 22 balance set to zero (0) because ITC will not have preferred stock outstanding after giving effect to the transaction.
- Note 19. Lines 23 through 25 are set to the amounts for the accounts on Lines 23 through 25 for the corresponding accounts on ITC's balance sheet after giving effect to the transaction.
- Note 20. Set to amount of debt at closing. It is intended that 40% of ITC's capitalization will be represented by debt after giving effect to the transaction.
- Note 21. Set to amount of equity at closing. It is intended that 60% of ITC's capitalization will be represented by common equity after giving effect to the transaction. Allowed ROE set to 13.88%
- Note 22. Line 34 is adjusted to reflect rentals on assets for which ITC will continue to earn rental income during 2003.

Formula Rate - Non-Levelized Adjustments to Rate Formula Template for Purposes of Calculating ITC Earnings Deferrals from the Closing Date through May 31, 2004  
Utilizing FERC Form 1 Data

For the 12 months ended 12/31/02

International Transmission Company

General Note: References to pages in this formulary rate are indicated as: (page#, line#, col.#)  
References to data from FERC Form 1 are indicated as: #.y.x (page, line, column)

Note  
Letter

- A Peak as would be reported on page 401, column d of Form 1 at the time of the ISO coincident monthly peaks.
- B Labeled LF, LU, IF, IU on pages 310-311 of Form 1 at the time of the ISO coincident monthly peaks.
- C Labeled LF on page 328 of Form 1 at the time of the ISO coincident monthly peaks.
- D Labeled LF on page 328 of Form 1 at the time of the ISO coincident monthly peaks.
- E The FERC's annual charges for the year assessed the Transmission Owner for service under this tariff.
- F The balances in Accounts 190, 281, 282 and 283, as adjusted by any amounts in contra accounts identified as regulatory assets or liabilities related to FASB 106 or 109. Balance of Account 255 is reduced by prior flow throughs and excluded if the utility chose to utilize amortization of tax credits against taxable income as discussed in Note K. Account 281 is not allocated.
- G Identified in Form 1 as being only transmission related.
- H Cash Working Capital assigned to transmission is one-eighth of O&M allocated to transmission at page 3, line 8, column 5. Prepayments are the electric related prepayments booked to Account No. 165 and reported on Pages 100-111 line 46 in the Form 1.
- I Line 5 - EPRI Annual Membership Dues listed in Form 1 at 353.f, all Regulatory Commission Expenses itemized at 351.h, and non-safety related advertising included in Account 930.1. Line 5a - Regulatory Commission Expenses directly related to transmission service, ISO filings, or transmission siting itemized at 351.h.
- J Includes only FICA, unemployment, highway, property, gross receipts, and other assessments charged in the current year. Taxes related to income are excluded. Gross receipts taxes are not included in transmission revenue requirement in the Rate Formula Template, since they are recovered elsewhere.
- K The currently effective income tax rate, where FIT is the Federal income tax rate; SIT is the State income tax rate, and p = "the percentage of federal income tax deductible for state income taxes". If the utility is taxed in more than one state it must attach a work paper showing the name of each state and how the blended or composite SIT was developed. Furthermore, a utility that elected to utilize amortization of tax credits against taxable income, rather than book tax credits to Account No. 255 and reduce rate base, must reduce its income tax expense by the amount of the Amortized Investment Tax Credit (Form 1, 266.8.f) multiplied by (1/(1-T)) (page 3, line 26).
- |                  |       |        |   |
|------------------|-------|--------|---|
| Inputs Required: | FIT = | 35.00% | MSBT=2%/ Muni =0.50%  |
|                  | SIT=  | 2.50%  | (State Income Tax Rate or Composite SIT)                      |
|                  | p =   | 0.00%  | (percent of federal income tax deductible for state purposes) |
- L Removes dollar amount of transmission expenses included in the OATT ancillary services rates, including all of Account No. 561.
- M Removes transmission plant determined by Commission order to be state-jurisdictional according to the seven-factor test (until Form 1 balances are adjusted to reflect application of seven-factor test).
- N Removes dollar amount of transmission plant included in the development of OATT ancillary services rates and generation step-up facilities, which are deemed to be included in OATT ancillary services. For these purposes, generation step-up facilities are those facilities at a generator substation on which there is no through-flow when the generator is shut down.
- O Enter dollar amounts
- P Debt cost rate = long-term interest (line 21) / long term debt (line 27). Preferred cost rate = preferred dividends (line 22) / preferred outstanding (line 28). ROE will be supported in the original filing and no change in ROE may be made absent a filing with FERC.
- Q Line 33 must equal zero since all short-term power sales must be unbundled and the transmission component reflected in Account No. 456 and all other uses are to be included in the divisor.
- R Includes income related only to transmission facilities, such as pole attachments, rentals and special use.
- S Grandfathered agreements whose rates have been changed to eliminate or mitigate pancaking - the revenues are included in line 4 page 1 and the loads are included in line 13, page 1. Grandfathered agreements whose rates have not been changed to eliminate or mitigate pancaking - the revenues are not included in line 4, page 1 nor are the loads included in line 13, page 1.
- T The revenues credited on page 1 lines 2-5 shall include only the amounts received directly (in the case of grandfathered agreements) or from the ISO (for service under this tariff) reflecting the Transmission Owner's integrated transmission facilities. They do not include revenues associated with FERC annual charges, gross receipts taxes, ancillary services, facilities not included in this template (e.g., direct assignment facilities and GSUs) which are not recovered under this Rate Formula Template.

## **SUPPLEMENTAL TERMS TO ATTACHMENT O-INTERNATIONAL**

Attached hereto are the Supplemental Terms of the Attachment O-International, which consist of the rate provisions from the Stock Purchase Agreement between DTE Energy Company and ITC Holdings Corp., dated December 3, 2002, as modified consistent with the orders issued by the Federal Energy Regulatory Commission on February 20, 2003, in Docket Nos. EC03-40-000 and ER03-343-000, and on February 26, 2003, in Docket No. ER03-402-000. As approved by the Federal Energy Regulatory Commission in Docket Nos. ER03-343-000, EC03-40-000 and ER03-402-000, these rates, terms and conditions (as defined herein) will apply to Transmission Customers taking service within or into the International pricing zone under Attachment O-International. Whenever terms are used with initial capitalization in the attached excerpts from the Stock Purchase Agreement, and without explicit definition, such terms shall be defined as set forth below. These definitions are intended to reflect, in substantially the same form, the definitions in the Stock Purchase Agreement and shall apply for purposes of the Attachment O-International only and Transmission Customers taking service within or into the International pricing zone thereunder.

1. “Affiliate” means any person or entity that directly, or indirectly through one of more intermediaries, controls or is controlled by or is under common control with the person or entity specified. For purposes of this definition, control of an entity means the power, direct or indirect, to direct or cause the direction of the management and policies of such entity whether by contract or otherwise and, in any event and without limitation of the previous sentence, any person or entity owning fifty percent (50%) or more of the voting securities of another entity shall be deemed to control that entity.
2. “Agreement” means the Stock Purchase Agreement.
3. “Closing” means consummation of the sale of International Transmission Company from DTE Energy Company to ITC Holdings Corp. pursuant to the Agreement.
4. “Closing Date” means the date when the Closing occurs.
5. “FERC” means the Federal Energy Regulatory Commission, or any successor governmental agency.
6. “International” means International Transmission Company, a Michigan corporation.
7. “International Successor” means any subsequent owner(s), successor(s), assignee(s) or other transferee(s), whether pursuant to a merger, consolidation, stock transfer, asset transfer or otherwise of International or all or substantially all of the assets and properties owned by International as of the Closing, including the Transmission Assets (as defined in the Stock Purchase Agreement), or more than 35% of the value of the rate base assets of International (measured at the time of the signing of a definitive agreement related to such transaction).



8. “Midwest ISO” shall mean the Midwest Independent System Operator, Inc.
9. “OATT” shall mean Open Access Transmission Tariff.
10. “Party” shall mean either Purchaser or Seller, and “Parties” shall mean both Purchaser and Seller, collectively.
11. “Purchaser” means ITC Holdings, Corp., a Michigan corporation.
12. “Seller” means DTE Energy Company, a Michigan corporation.
13. “Service Agreements” means the Service Level Agreements between Detroit Edison Company and International governing the provision of construction and maintenance, engineering, system operations and corporate administration services by Detroit Edison Company to International.
14. “Stock Purchase Agreement” means that certain Stock Purchase Agreement by and between DTE Energy Company and ITC Holdings Corp., dated December 3, 2002.

5.13 Transmission Rates.

(a) Seller and Purchaser shall confer and cooperate with each other in connection with, and use their respective commercially reasonable efforts, including, without limitation, through participation in evidentiary hearings and other proceedings and the filing of pleadings, briefs, comments and testimony with FERC, to obtain as promptly as possible following the date hereof, all approvals necessary or desirable from FERC of the following:

(i) “Transmission Rates” (as defined in section 5.13(c)(i), below) for International or any International Successor, effective as of the Closing Date through December 31, 2004, to be fixed at a monthly rate of \$1.075/kW/month;

(ii) recovery by International or any International Successor of the “Attachment O Deferral” (as defined in Section 5.13(c)(ii) below), to be amortized equally as a recoverable expense into rates over five (5) years commencing as of January 1, 2005, and to be recovered in rates commencing as of June 1, 2006;

(iii) recovery by International of an amount equal to International’s accumulated deferred income tax balance on the Closing Date to be amortized equally (such amortization to commence on the Closing Date), as a recoverable expense into rates over twenty (20) years, to account for capital gains taxes (“ADIT Deferral”), with any unamortized ADIT Deferral being accounted for as a rate base asset and included in Account No. 182.3 (Other Regulatory Assets) in International’s FERC Form No. 1 and to be added in rate base as “Adjustments to Rate Base” in page 2 on a new line 23B of Attachment O;

- (iv) a stated rate of return on common equity for International or any International Successor of 13.88% effective as of the Closing Date;
  - (v) application of the actual post-Closing capital structure of International or any International Successor for purposes of the formula rate in Attachment O of the Midwest ISO OATT for purposes of the Attachment O Deferral; and
  - (vi) calculation of Transmission Rates for International, to be effective as of January 1, 2005, using the formula rate in Attachment O of the Midwest ISO Open Access Transmission Tariff based on International's 2003 FERC Form No. 1, as adjusted in Section 5.13(c)(ii)(B)(2) below.
- (b) Following the Closing Date until December 31, 2005 (except as required by law), Seller shall (and shall cause its Affiliates to) "Actively Support" (as defined below) all elements of Sections 5.13(a) and 5.13(c). As used in this Section 5.13(b), the term "Actively Support" means, through advocacy at FERC and before other regulatory or judicial bodies, and in other for a, as applicable, and in all dealings with Midwest ISO or any other person or entity, to use commercially reasonable efforts to support, and to not oppose (either directly or indirectly), the positions taken by International or any International Successor, to the extent consistent with the terms of Sections 5.13(a) and 5.13(c), including, without limitation, through participation in evidentiary hearings and other proceedings and the filing of pleadings, briefs, comments and testimony with the FERC and before other regulatory or judicial bodies, and in other for a, as applicable.
- (c) For purposes of this Agreement:
- (i) "Transmission Rates" shall mean rates for network integration and point-to-point transmission services provided for under the Midwest ISO OATT for any comparable successor transmission service provided pursuant to an open access transmission tariff of general applicability or rate schedule, and does not include ancillary services or other services or charges under the Midwest ISO OATT any successor open access transmission tariff of general applicability or rate schedule; and
  - (ii) "Attachment O Deferral" shall mean, an amount, treated as a rate base asset to be included in Account No. 182.3 (Other Regulatory Assets) in the FERC Form No. 1 for International (or any International Successor) and to be added to a new line ("Line 23A") in the "Adjustments to Rate Base" section of the Attachment O formula rate (as provided for herein), calculated using data inputs in accordance with this Section 5.13(c)(ii). The Attachment O Deferral shall be calculated

annually according to subsection (A) below, using data inputs as described in subsection (B) below, with such calculation to be posted on the Midwest ISO OASIS website on an annual basis.

- (A) Calculation: The Attachment O Deferral shall be calculated by the taking the difference between:
  - (1) the revenue that the billing agent for International (or any International Successor) would have billed at the Transmission Rates that would have been in effect for International or any International Successor as of the Closing Date using the formula rate in Attachment O of the Midwest ISO OATT; and
  - (2) revenue collected by International (or any International Successor) based on the Transmission Rates set forth in Section 5.13(a)(i) above.
- (B) Data Inputs: Data inputs for the calculation of the Attachment O formula rate between the Closing Date and December 31, 2004 shall be determined as follows:
  - (1) for the period from the Closing Date through May 31, 2004, International's 2002 FERC Form No. 1 data, as adjusted and modified consistent with Exhibits A and B hereto; and
  - (2) for the period beginning on June 1, 2004, through December 31, 2004, International's 2003 FERC Form No. 1 data, provided that the income statement data input items used for the calculation of Attachment O rates shall be annualized by multiplying such data input items by a ratio, the numerator of which is 365 days, and the denominator of which is the number of days remaining in the calendar year following the Closing Date, and the load data are the actual load data for International or any International Successor during calendar year 2003.

For (B)(1) and (B)(2) above, the unamortized balance of the Attachment O Deferral shall be included in, and added to, rate base in Account No. 182.3 (Other

Regulatory Assets) in International's FERC Form No. 1 and will be added to a new line ("Line 23A") in the "Adjustments to Rate Base" section of the Attachment O Deferral Formula.

- (d) Notwithstanding anything else set forth herein to the contrary, Seller and its Affiliates shall not challenge any part of this Section 5.13 until after December 31, 2005. Beginning after December 31, 2005, Seller and its Affiliates may challenge the reasonableness or prudence of International's (or any International Successor's) operation and maintenance expenses, administrative and general expenses, and expenses incurred pursuant to the Service Agreements referenced in Section 5.17(a)(i) (but in no case including any expenses incurred to consummate the transactions contemplated by this Agreement) (such expenses, in the aggregate, referred to herein as "Controllable Expenses"), but only if, and only the amount by which, such Controllable Expenses exceed the threshold levels set forth below in paragraph 5.13(d)(i) for the applicable year. In addition to the foregoing, beginning after December 31, 2005, Seller and its Affiliates may challenge the reasonableness or prudence of International's (or any International Successor's) capital expenditures, but only if, and only the amount by which, such capital expenditures exceed the threshold levels set forth below in paragraph 5.13(d)(ii) for the applicable year. Seller's and its Affiliates' rights to challenge any of International's (or any International Successor's) costs incurred prior to January 1, 2005, are limited as set forth in this Section 5.13(d), and in no case may Seller challenge any other element of Sections 5.13(a) and (c), as applied to any period prior to December 31, 2004. Further, Seller and its Affiliates shall not at any time challenge the Attachment O Deferral, except for any amounts exceeding the Controllable Expenses and capital expenditures thresholds included in the Attachment O Deferral and described herein.
- (i) For Controllable Expenses, the threshold expense levels shall be:
- (A) In calendar year 2003, \$47,628,000; and
- (B) In calendar year 2004, \$48,658,000.
- (ii) For capital expenditures, the threshold expenditure levels shall be:
- (A) In calendar year 2003, \$34,200,000; and
- (B) In calendar year 2004, \$36,600,000.
- (e) Absent the agreement of the Parties to the proposed change, the standard of review for changes to Sections 5.13 and 5.14 of this Agreement and Exhibits A and B hereto, proposed by a Party or a non-Party (including, without limitation, Affiliates or successors of a Party), shall be the "public interest" standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal

Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956) (the “Mobile-Sierra Doctrine”); provided, however, that such standard of review shall in no event apply to (x) the right of Seller and its Affiliates to challenge the reasonableness or prudence of Controllable Expenses or capital expenditures as contemplated by, and in accordance with, Section 5.13(d), or (y) the rights of the Commission acting sua sponte or at the request of any non-Party (other than Affiliates or successors of a Party) to change rates, terms and conditions in order to protect non-Parties (other than Affiliates or successors of a Party).

(f) Purchaser agrees that, following the Closing Date, at any time prior to January 1, 2005, neither Purchaser, International or any International Successor, nor any of their Affiliates shall implement or take any action (either directly or indirectly) which would establish, or result in the establishment of, Transmission Rates to be charged at any time prior to January 1, 2005 at any level above the level set forth in Section 5.13(a)(i). The actions prohibited by this subsection (f) shall include, without limitation, (i) any attempt, directly or indirectly, to implement, or cause Midwest ISO or any other applicable entity to implement any Transmission Rate not in conformance with Section 5.13(a)(i), and (ii) any attempt to take any action, in public fora or elsewhere, or make any filings with the Commission or any other governmental or regulatory authority, inconsistent with the provisions or the intent of Section 5.13(a)(i).

5.14 Point-to-Point Revenue Crediting. So long as obtaining the approvals described in this Section does not delay the Closing beyond March 31, 2003, Seller shall (and shall cause its Affiliates to) and Purchaser shall (and shall cause its Affiliates to) confer and cooperate with each other in connection with, and use their respective commercially reasonable efforts, including without limitation through participation in evidentiary hearings and other proceedings and the filing of pleadings, briefs, comments and testimony with the Commission, to obtain as promptly as possible following the date hereof (in conjunction with any approval sought for the rates provided for in Section 5.13(a) hereof) all approvals necessary or desirable from the Commission of the items set forth in subsections (a), (c) and (d) below.

(a) For the period from the Closing Date through December 31, 2004, International or any International Successor shall provide on an annual basis, to the extent revenues are actually received by International or any International Successor, to all transmission service customers that purchased network and/or point to point transmission service into, within or out of the “International Zone” (as defined in Section 5.14(d)(ii)) under the Midwest ISO OATT or any comparable successor transmission service provided pursuant to an open access

transmission tariff of general applicability or rate schedule, during the period to which the refund applies, a proportionate rate refund in the following amounts:

- (i) For the period from the Closing Date through December 31, 2003, 100 % of "Point-to-Point Transmission Service Revenue" (as defined in Section 5.14(d)(i) below) received by International or any International Successor; it being understood that the calculation of the Attachment O formula rates of International or any International Successor based on the period ending December 31, 2003, shall contain an amount on page 1, line 3 (Account No. 456) equal to zero.
- (ii) For the period from January 1, 2004, through December 31, 2004, 75% of the Point-to-Point Transmission Service Revenue received by International or any International Successor; it being understood that the calculation of the Attachment O formula rates of International or any International Successor based on the period ending December 31, 2004, shall contain an amount on page 1, line 3 (Account No. 456) equal to 25% of actual Point-to-Point Transmission Service revenue received by International or any International Successor for the period ending December 31, 2004.

(b) Purchaser shall cause any refunds contemplated by Section 5.14(a) to be paid by International or any International Successor in the amounts set forth in Section 5.14(a) by March 15 of the following calendar year.

(c) Notwithstanding anything else in this Agreement (including but not limited to Item 2 of Exhibit A), if the Commission or any other Governmental Authority does not authorize the crediting mechanism provided for in Section 5.14(a), the Parties agree that for purposes of the Attachment O Deferral as calculated for the time period from the Closing Date through May 31, 2004, Point-to-Point Transmission Service Revenue received by International or any International Successor for the period ending December 31, 2002, and credited to International's revenue requirement in accordance with the formula rate in Attachment O of the Midwest ISO OATT shall be the actual Point-to-Point Transmission Service Revenue received by International or any International Successor for the period ending December 31, 2002, calculated based on the data reported in International's 2002 Form 1.

(d) For purposes of this Agreement:

(i) “Point-to-Point Transmission Service Revenue” shall mean revenue: (A) received by International or any International Successor for point to point transmission service provided by Midwest ISO under Schedules 7, 8, and Schedule 14 of the Midwest ISO OATT or any successor transmission service provided pursuant to an open access transmission tariff of general applicability or rate schedule; and/or (B) revenues collected by International or any International Successor for comparable service provided under an open access transmission tariff of general applicability or rate schedule. “Point-to-Point Transmission Service Revenue” shall not include revenue associated with point-to-point transmission service that is included in the load divisor on page 1, Line 15 of Attachment O. The Parties acknowledge that the Commission is currently investigating the justness and reasonableness of through and out transmission rates in the Midwest ISO-PJM region and that the methodologies for charging and distributing revenue for point-to-point transmission service in the Midwest ISO-PJM region may change during the course of the operability of the revenue crediting mechanism provided for in this Section 5.14. In light of the foregoing sentence, and notwithstanding anything else in this Section 5.14, it is the intent of the Parties that the term “Point-to-Point Transmission Service Revenue” shall include revenue from any “lost pancaking revenue” charges collected by Midwest ISO and distributed to International.

(ii) “International Zone” shall mean the area within the geographic boundaries of the International (or any International Successor) transmission system existing as of the Closing Date, as indicated by a map of such territory in Attachment No. 1(b) to the Service Agreement for construction and maintenance, engineering, and system operation services.

(e) Following the Closing Date until the later of December 31, 2004 or the date on which Seller and its Affiliates shall have received any refunds contemplated by this Section 5.14 (except as otherwise required by law), Purchaser shall (and shall cause its Affiliates to), through advocacy at the Commission and before other regulatory or judicial bodies, and in other fora, as applicable, and in all dealings with Midwest ISO or any other person or entity, not oppose (either directly or indirectly), the recovery by Seller or any of its Affiliates of any refunds contemplated by this Section 5.14 or the positions taken by Seller or any of its Affiliates consistent with the terms of Section 5.14.

**Exhibit A**

**Description of International (or any International Successor) Attachment O Formula for the Period from the Closing Date through May 31, 2004**

For the purposes of determining International's Attachment O rates for the period from the Closing Date through May 31, 2004:

- (1) The amount shown on page 1, line 2 of Attachment O (Account No. 454 – Rent from Electric Property) shall exclude rental income for any rents received by Seller and its Affiliates for assets or rights retained by Seller and its Affiliates.
- (2) The amounts shown on page 1, line 3 (Account No. 456) of Attachment O shall be \$0 (zero).
- (3) The amounts shown on page 1, lines 8 through 14 of Attachment O shall be the amounts applicable to International (or any International Successor) for the year ended December 31, 2002.
- (4) The amounts used for the accounts on page 2 of Attachment O shall be the amounts shown for those accounts on International's FERC Form No. 1 for the year ending December 31, 2002, with the following adjustments:
  - (a) Any amounts classified on International's Report on FERC Form No. 1 for the year ending December 31, 2002 (the "2002 Form 1") as Production Plant and ordinarily appearing on page 2, line 1 of Attachment O shall be deemed misclassified and shall be included in the amount reported on page 2, line 2 of Attachment O (such treatment is required because International is not engaged in power production),
  - (b) Any amounts classified on International's 2002 Form 1 as Distribution Plant and ordinarily appearing on page 2, line 3 of Attachment O shall be deemed misclassified and shall be included in the amount reported on page 2, line 2 of Attachment O (such treatment is required because International is not engaged in power distribution).
  - (c) Adjustments to rate base Line 19 (Account No. 281 273.8.k), Line 20 (Account No. 282 275.2.k), Line 21 (Account No. 283 277.9.k), and Line 23 (Account No. 255 267.h.8) shall be equal to zero (0), reflecting accounting adjustments to be made to International's balance sheet on the Closing Date, and
  - (d) Adjustments to rate base shall contain a new line, 23B, to be added to rate base, equal to the amount of the ADIT Deferral on the Closing Date.



- (5) Since International is engaged in neither power production nor power distribution, amounts reported on the 2002 Form 1 for Power Production Expenses (FERC Form No. 1, 321.80.b) and Distribution Expenses (FERC Form No. 1, 322.126.b) will be deemed to have been improperly classified. These two amounts will be added to the amount reported on the 2002 Form 1 for Transmission Expenses (FERC Form No. 1, 321.100.b) and included on page 3, line 1.
- (6) If there is no other tariff or FERC rate schedule whereby International (or any International Successor) may recover in rates the amounts reported for Customer Accounts Expenses (FERC Form No. 1, 322.134.b), Customer Service and Informational Expenses (FERC Form No. 1, 322.141.b), and Sales Expenses (FERC Form No. 1, 322.148.b), these amounts shall be included in the amount on page 3, line 1.
- (7) The amounts shown on page 3, lines 1 through 20 of Attachment O shall be the expenses International (or any International Successor) reports on its FERC Form No. 1 for the year ending December 31, 2002, with the following modification: a new line, 11B (Amortization of ADIT Deferral) shall be added and shall contain an amount equal to the amount of the ADIT Deferral on the Closing Date divided by twenty (20), which amount shall be included in the sum shown on line 12.
- (8) The amount under the column labeled "\$" on page 4, line 27 (Long Term Debt) of Attachment O shall equal International's long term debt on the Closing Date.
- (9) The amount under the column labeled "\$" on page 4, line 28 (Preferred Stock) of Attachment O shall be zero (0).
- (10) The amount under the column labeled "\$" on page 4, line 29 (Common Stock) of Attachment O shall equal International's common equity on the Closing Date.
- (11) The amount shown under the column labeled "Cost" on page 4, line 27 (Long Term Debt) of Attachment O shall be the interest rate applicable to International's debt immediately following the Closing Date after giving effect to all related instruments and costs including amortization of issuance expenses and the effect of any related interest rate swaps.
- (12) The amount shown under the column labeled "Cost" on page 4, line 29 (Common Equity) of Attachment O shall be 13.88%.

**Exhibit B**

**Illustrative Calculation of International (or any International Successor) Attachment O  
Formula for the Period from the Closing Date through May 31, 2004**

(See First Revised Sheet No. 396 through First Revised Sheet No. 399L)

## ATTACHMENT P

### LIST OF GRANDFATHERED AGREEMENTS

#### ALLIANT ENERGY CORPORATION

#### I. ALLIANT ENERGY – INTERSTATE POWER AND LIGHT COMPANY (“IPL”)<sup>1/</sup>

Customer Name	Contract Title	Rate Schedule No.	Termination Provisions	Services and Transaction Terms Grandfathered
MAPP	MAPP Restated Agreement Schedule F		3 years’ advance notice. Notice has been given.	Transmission Service Under Schedule F
Fairbank Electric Dept.		IPC 499 Full Req.	Rolling	Network transmission & all ancillaries
Grafton Electric Dept.		IPC 499 Partial Req.	Rolling	Network transmission & all ancillaries
Hanover		IPC 499 Full Req.	Rolling	Network transmission & all ancillaries
Sabula Municipal Electric Dept.		IPC 499 Full Req.	Rolling	Network transmission & all ancillaries
West Point Utility System		IES RES-4 Full Req.	Rolling	Network transmission & all ancillaries
Alta Vista Electric Dept.		IPC 499 Full Req.	Rolling	Network transmission & all ancillaries
Readlyn Electric Dept.		IPC 499 Full Req.	Rolling	Network transmission & all ancillaries

<sup>1/</sup> Iowa Southern Utilities Company and Iowa Electric Light and Power Company merged to become IES Utilities, Inc. (“IES”). Alliant Energy Corporate Services, Inc. is a service company affiliate of the Alliant Energy Operating Companies (*i.e.*, Wisconsin Power and Light Company, IES Utilities Inc. and Interstate Power Company (“IPC”)), and is authorized to act as their agent with respect to execution and administration of certain contracts and in proceedings at the Commission. On January 1, 2002, IPC merged into IES; IES was the surviving corporation. Subsequent to the effective time of the IPC/IES merger, IES changed its name to Interstate Power and Light Company.

**ALLIANT ENERGY CORPORATION – CONT'D.**

**I. ALLIANT ENERGY – INTERSTATE POWER AND LIGHT COMPANY (“IPL”)**

<b>Customer Name</b>	<b>Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services and Transaction Terms Grandfathered</b>
City of Springfield	Electric Service Agreement Between Interstate Power Company and the City of Springfield, Minnesota	IPC Rate Schedule 136. ER92-713-000.	12 months’ written notice is required to terminate.	Transmission service at \$3.96 per MWh.
City of Truman	Electric Service Agreement Between Interstate Power Company and the City of Truman, Minnesota	IPC Rate Schedule 107	12 months’ written notice is required to terminate.  Notice given – contract expires 06-30-04	Transmission service at \$3.96 per MWh

**ALLIANT ENERGY CORPORATION – CONT'D.**

**I. ALLIANT ENERGY – INTERSTATE POWER AND LIGHT COMPANY (“IPL”)**

<b>Customer Name</b>	<b>Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services and Transaction Terms Grandfathered</b>
Great River Energy (formerly Cooperative Power Association)	Transmission Utilization Agreement between Cooperative Power Association and Interstate Power Company and Amendment No. 1	IPC Rate Schedule No. 131	Effective through 8-31-03. Requires 3-year written notice to cancel.	Transmission Service to defined points of delivery and agreement to minimize duplication of facilities.
Central Iowa Power Cooperative (“CIPCO”)	Agreement for Integrated Transmission Area	IPC Rate Schedule 125	25-year term (through 2004), which can be canceled after year 15 with a 5-year written notice.	Transmission service. Annual under investment charge.
Northeast Missouri Electric Power Cooperative (NEMO)	Interconnection and Transmission Service Agreement between Northeast Missouri Electric Power Cooperative and Iowa Southern Utilities Company, including First Amendment.	IES Rate Schedule 85	2-years written notice.	Transmission Service and interconnection.
Northeast Missouri Electric Power Cooperative (“NEMO”)	Transmission Agreement between Northeast Missouri Electric Power Cooperative and Iowa Electric Light and Power, dated 09-03-92	Iowa Electric Light and Power Company, Rate Schedule ____	2-years’ written notice.	Transmission Service and interconnection.
Central Iowa Power Cooperative	IE/CIPCO Operating and Transmission Agreement and Appendices	ER94-247-000, ER95-1244-000 and ER96-1091-000	45-year term from 1-1-91.	Integrated transmission area and transmission service.
Corn Belt Power Cooperative	Contract	IES Rate Schedule 12 ER94-437-000	25-year initial term and then a 36-month written notice. Contract dated 5-25-56	Joint use of transmission facilities.

**ALLIANT ENERGY CORPORATION – CONT'D.**

**I. ALLIANT ENERGY – INTERSTATE POWER AND LIGHT COMPANY (“IPL”)**

<b>Customer Name</b>	<b>Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services and Transaction Terms Grandfathered</b>
Associated Electric Cooperative, Inc.	Interconnection and Joint Construction Agreement and Amendatory Agreement Number One	Rate Schedule FERC No. 35 and Supplement No. 3 to Rate Schedule No.35 ER85-427-000.	Three year's written notice.	Transmission service, joint construction, and interconnection.
Union Electric	Interchange Agreement and Appendix I	Docketed Under Iowa Electric Light and Power Company ER92-537-000	Five-year s’ written notice for the main agreement, unless the sales contract is terminated (then 30 days). Certain interconnections are in perpetuity.	Transmission service and interconnection.
Dairyland Power Cooperative	General Transmission Facilities Installation Agreement		24-months written notice.	Transmission service. Service is based upon equalized investment.
Iowa-Illinois Gas and Electric, Iowa Power and Light Co., Iowa Public Service Co., Central Iowa Power Cooperative, Interstate Power Company, City of Tipton, City of Harlan, and City of Waverly	Louisa Transmission Operating Agreement and First and Second Amendments to Louisa Transmission Facilities Agreement	ER96-741-000	40-year term. May be canceled with written consent of Parties.	Provides transmission capacity rights on discrete line sections towards a particular service area or transmission system. Generation Outlet.

**LLIANT ENERGY CORPORATION – CONT'D.**

**I. ALLIANT ENERGY – INTERSTATE POWER AND LIGHT COMPANY (“IPL”)**

<b>Customer Name</b>	<b>Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services and Transaction Terms Grandfathered</b>
Iowa public Service Co., Interstate Power Company, Northwestern Public Service, Co. Corn Belt Power Cooperative, Northwest Iowa Power Cooperative, Algona Municipal Utilities, Bancroft Municipal Utilities, Coon Rapids Municipal Utilities, Graettinger Municipal Utilities, Laurens Municipal Light & Power Milford Municipal Utilities Spencer, and City of Webster City.	Transmission Facilities and Operating Agreement George Neal Generating Unit No. 4 Transmission dated 10-24-1984. First Amendment dated 12-31- 84. Second amendment dated 12-30-96.	ER86-672-000 Interstate Power Company, Rate Schedule FERC No. 142	30-year term. May be cancelled by written agreement of all Parties prior to the end of 30 years.	Specifies transmission capacity rights from generation out of Neal 4 Generating Unit. Generation outlet.
Iowa-Illinois Gas and Electric, Iowa Power and Light Co., Iowa Public Service Co. Iowa Southern Utilities Co.	Operating Agreement Neal 3 Transmission dated 1-2-78 and Amendment No. 1 to Operating Agreement Neal 3 Transmission	ER86-83-000  IES Utilities, Rate Schedule FERC No. 73	Requires 4-years’ written notice.	Specifies transmission capacity rights from generation out of Neal 3 Generating Unit. Generation Outlet
Iowa-Illinois Gas and Electric, Iowa Power and Light Co., Iowa Public Service Co., Iowa Southern Utilities Co. and Waverly Municipal Electric Utility, Waverly, Iowa	Neal 3 Transmission Assignment for Capacity Schedule Dated October 15, 1985	Iowa Southern Utilities Company, Rate Schedule __	None	Assignment of Transmission Capacity.

**LLIANT ENERGY CORPORATION – CONT'D.**

**I. ALLIANT ENERGY – INTERSTATE POWER AND LIGHT COMPANY (“IPL”)**

<b>Customer Name</b>	<b>Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services and Transaction Terms Grandfathered</b>
Iowa Southern Utilities Company, Iowa Public Service Company, Iowa-Illinois Gas and Electric Company, Iowa Power and Light Co., and Iowa Electric Light and Power Co.	Facilities and Operating Agreement Ottumwa Generating Station Unit 1 Electric Transmission and Substation Facilities - dated 5-22-81	ER87-454-000  Iowa Southern FERC Rate Schedule 44	30-year term. May be terminated by written agreement by all Parties.	Specifies Unit 1 transmission ownership and capacity schedules out of specific units over discrete line sections to or toward a particular service area or transmission system.  Generation Outlet.
Interstate Power Company, Iowa Electric Light and Power Company, Iowa-Illinois Gas and Electric Company, Iowa Public Service Co., Iowa Southern Utilities Company, Northern States Power Company, and Union Electric Company.	Twin Cities-Iowa- St. Louis 345 KV Interconnection Coordinating Agreement	Interstate Power Company, FERC No. 77 ER82-728-000, ER83-163-000, ER87-560-000 and ER94-655-000	20-year term. 4-years written notice to cancel.	Allocates the transmission capacity of the interconnection among the owners.
Eldridge, Iowa and Geneseo, Illinois	Louisa Transmission Operating Agreement			Transmission assignments.
Central Iowa Power Cooperative (CIPCO)	Agreement for Interconnection of Transmission Facilities	Iowa Southern Utilities Company, Rate Schedule FERC No. 8	Requires 6-months' written notice.	Interconnection and transmission service.
Southwestern Federated Power Cooperative	Interconnection and Joint Construction Agreement	Iowa Southern, Rate Schedule FERC No. 9 and (Supplement No. 1), approved in Docket No. E-7280	Requires 3-year's written notice to terminate.	Interconnection and transmission service.



**LLIANT ENERGY CORPORATION – CONT'D.**

**I. ALLIANT ENERGY – INTERSTATE POWER AND LIGHT COMPANY (“IPL”)**

<b>Customer Name</b>	<b>Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services and Transaction Terms Grandfathered</b>
Eastern Iowa Light and Power Cooperative	Interconnection and Joint Construction Agreement Between Eastern Iowa Light and Power Company	Iowa Southern Utilities Company Rate Schedule FERC No. 27	Requires 3 year's written notice to terminate	Interconnection and transmission service.
Eastern Iowa Light and Power Cooperative	Operating Agreement Between Iowa Southern Utilities Company and Eastern Iowa Light and Power Cooperative	Supplement No. 1 to Rate Schedule FERC No. 27	Remains in effect as long as the agreement designated as Iowa Southern Utilities Company, Rate Schedule FERC No. 27 is in effect.	Interconnection and transmission service.
Central Iowa Power Cooperative and Corn Belt Power Cooperative	Duane Arnold Energy Center Agreement for Transmission, Transformation, Switching, and Related Facilities			Interconnection and transmission service. Generation Outlet.
Central Iowa Power Cooperative and Corn Belt Power Cooperative	Duane Arnold Energy Center Amendment to Provide for 70% Ownership by Company and 20% Ownership by CIPCO			Interconnection and transmission service.
Southern Minnesota Municipal Power Agency (“SMPMA”)	Termination of Shared Transmission Agreement, dated January 15, 1998 and Settlement Agreement per FERC Letter Order in Dockets Nos. EL02-68-000, ER02-330-000 and -001, and ER02-863-000 and -001, dated January 16, 2003	Supplement No. 2 to Service Agreement No. 138 under FERC Electric Tariff, IEC T1R1	By (i) SMPMA with 2 year’s written notice; (ii) SMPMA if IPC changes it tariff; or (iii) mutual consent.	Shared transmission services.

**ALLIANT ENERGY CORPORATION – CONT'D.**

**I. ALLIANT ENERGY – INTERSTATE POWER AND LIGHT COMPANY (“IPL”)-**

<b>Customer Name</b>	<b>Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services and Transaction Terms Grandfathered</b>
Central Iowa Power Company (“CIPCO”)	Interchange Agreement dated 11-05-68	Iowa Electric Light and Power Company, Rate Schedule 43	Two years’ written notice	Transmission Service.
Central Iowa Power Company (formerly Southwestern Federal Power Cooperative)	Contract dated 11-17-54	Iowa Southern Utilities Company, Rate Schedule ____	One-year written notice prior to anniversary date	Transmission Service.
Central Iowa Power Company (formerly Southwestern Federal Power Cooperative)	CIPCO-ISU Transmission Facility Memorandum of Intent, dated 10-25-77	Iowa Southern Utilities Company, Rate Schedule ____	Not Stated	Transmission Service.
City of Ames, Iowa	Interconnection Agreement Between City of Ames, Iowa and Iowa Electric Light and Power Company, dated 3-17-1987	Iowa Electric Light and Power Company, Rate Schedule ____	Terminates 6-30-2016 with 5 years’ written notice	Reserved Transformer Capacity and Integrated Transmission Facilities Use.
City of Guttenberg, Iowa and Wisconsin Power and Light Company (“WPL”)	Power Supply Agreement between City of Guttenberg, Iowa and Wisconsin Power and Light Company		Initial term is through 12-31-06	WPL shall provide all transmission service, including ancillary services, necessary to deliver power and energy to the City.
Northwest Iowa Power Cooperative (“NIPCO”)	Participation Power Purchase Agreement and Option to Purchase Agreement, dated 08-01-88, and Transmission Service Agreement dated 07-29-88		12-31-03, at which time, Interstate Power Company (“IPC”) has option to purchase 4.167% ownership in Neal 4 Generating Station. IPC has notified party of its intent to exercise that option.	Transmission and Energy Delivery.

1/ Assignors: Iowa-Illinois Gas and Electric Co., Iowa Power and Light Co., Iowa Public Service Co., and Iowa Southern Utilities Co.

2/ Assignors: Iowa-Illinois Gas and Electric Co., Midwest Power Systems, Inc. and IES Utilities Inc.

3/ Assignors: Iowa-Illinois Gas and Electric Co., Iowa Power and Light Co., and Iowa Southern Utilities Co.

**ALLIANT ENERGY CORPORATION – CONT'D.**

**I. ALLIANT ENERGY – INTERSTATE POWER AND LIGHT COMPANY (“IPL”)-**

<b>Customer Name</b>	<b>Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services and Transaction Terms Grandfathered</b>
Bancroft Municipal Utilities (Assignee) See footnote #2 for Assignors	Neal 3 Transmission Assignments for Capacity Schedule Raun to Lehigh, dated 3-14-94		None Stated	Assignment of Transmission Capacity
Bancroft Municipal Utilities (Assignee) See footnote #1 for Assignors	Neal 3 Transmission Assignments for Capacity Schedule Raun to Lehigh, dated 10-15-85		None Stated	Assignment of Transmission Capacity
Bancroft Municipal Utilities (Assignee) See footnote #3 for Assignors	Neal 3 Transmission Assignments for Capacity Schedule Raun to Lehigh, dated 10-24-79		None Stated	Assignment of Transmission Capacity
Coon Rapids Municipal Utilities (Assignee) See footnote #3 for Assignors	Neal 3 Transmission Assignments for Capacity Schedule Raun to Lehigh, dated 10-24-79		None Stated	Assignment of Transmission Capacity
Coon Rapids Municipal Utilities (Assignee) See footnote #1 for Assignors	Neal 3 Transmission Assignments for Capacity Schedule Raun to Lehigh, dated 10-15-85		None Stated	Assignment of Transmission Capacity
Coon Rapids Municipal Utilities (Assignee) See footnote #2 for Assignors	Neal 3 Transmission Assignments for Capacity Schedule Raun to Lehigh, dated 3-14-94		None Stated	Assignment of Transmission Capacity

1/ Assignors: Iowa-Illinois Gas and Electric Co., Iowa Power and Light Co., Iowa Public Service Co., and Iowa Southern Utilities Co.

2/ Assignors: Iowa-Illinois Gas and Electric Co., Midwest Power Systems, Inc. and IES Utilities Inc.

3/ Assignors: Iowa-Illinois Gas and Electric Co., Iowa Power and Light Co, and Iowa Southern Utilities Co.

**ALLIANT ENERGY CORPORATION – CONT'D.**

**I. ALLIANT ENERGY – INTERSTATE POWER AND LIGHT COMPANY (“IPL”)-**

<b>Customer Name</b>	<b>Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services and Transaction Terms Grandfathered</b>
City of Webster City (Assignee) See footnote #2 for Assignors	Neal 3 Transmission Assignments for Capacity Schedule Raun to Lehigh, dated 3-14-94		None Stated	Assignment of Transmission Capacity
City of Webster City (Assignee) See footnote #1 for Assignors	Neal 3 Transmission Assignments for Capacity Schedule Raun to Lehigh, dated 10-15-85		None Stated	Assignment of Transmission Capacity
City of Webster City (Assignee) See footnote #3 for Assignors	Neal 3 Transmission Assignments for Capacity Schedule Raun to Lehigh, dated 10-24-79		None Stated	Assignment of Transmission Capacity
Graettinger Municipal Light Plant (Assignee) See footnote #2 for Assignors	Neal 3 Transmission Assignments for Capacity Schedule Raun to Lehigh, dated 3-14-94		None Stated	Assignment of Transmission Capacity
Graettinger Municipal Light Plant (Assignee) See footnote #1 for Assignors	Neal 3 Transmission Assignments for Capacity Schedule Raun to Lehigh, dated 10-15-85		None Stated	Assignment of Transmission Capacity
Graettinger Municipal Light Plant (Assignee) See footnote #3 for Assignors	Neal 3 Transmission Assignments for Capacity Schedule Raun to Lehigh, dated 10-24-79		None Stated	Assignment of Transmission Capacity

1/ Assignors: Iowa-Illinois Gas and Electric Co., Iowa Power and Light Co., Iowa Public Service Co., and Iowa Southern Utilities Co.

2/ Assignors: Iowa-Illinois Gas and Electric Co., Midwest Power Systems, Inc. and IES Utilities Inc.

3/ Assignors: Iowa-Illinois Gas and Electric Co., Iowa Power and Light Co., and Iowa Southern Utilities Co.

**ALLIANT ENERGY CORPORATION – CONT'D.**

**I. ALLIANT ENERGY – INTERSTATE POWER AND LIGHT COMPANY (“IPL”)-**

<b>Customer Name</b>	<b>Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services and Transaction Terms Grandfathered</b>
Laurens Municipal Light & Power Plant (Assignee) See footnote #2 for Assignors	Neal 3 Transmission Assignments for Capacity Schedule Raun to Lehigh, dated 3-14-94		None Stated	Assignment of Transmission Capacity
Laurens Municipal Light & Power Plant (Assignee) See footnote #1 for Assignors	Neal 3 Transmission Assignments for Capacity Schedule Raun to Lehigh, dated 10-15-85		None Stated	Assignment of Transmission Capacity
Laurens Municipal Light & Power Plant (Assignee) See footnote #3 for Assignors	Neal 3 Transmission Assignments for Capacity Schedule Raun to Lehigh, dated 10-24-79		None Stated	Assignment of Transmission Capacity
Milford Municipal Utilities (Assignee) See footnote #2 for Assignors	Neal 3 Transmission Assignments for Capacity Schedule Raun to Lehigh, dated 3-14-94		None Stated	Assignment of Transmission Capacity
Milford Municipal Utilities (Assignee) See footnote #1 for Assignors	Neal 3 Transmission Assignments for Capacity Schedule Raun to Lehigh, dated 10-15-85		None Stated	Assignment of Transmission Capacity
Milford Municipal Utilities (Assignee) See footnote #3 for Assignors	Neal 3 Transmission Assignments for Capacity Schedule Raun to Lehigh, dated 10-24-79		None Stated	Assignment of Transmission Capacity

1/ Assignors: Iowa-Illinois Gas and Electric Co., Iowa Power and Light Co., Iowa Public Service Co., and Iowa Southern Utilities Co.

2/ Assignors: Iowa-Illinois Gas and Electric Co., Midwest Power Systems, Inc. and IES Utilities Inc.

3/ Assignors: Iowa-Illinois Gas and Electric Co., Iowa Power and Light Co., and Iowa Southern Utilities Co.

**ALLIANT ENERGY CORPORATION – CONT'D.**

**I. ALLIANT ENERGY – INTERSTATE POWER AND LIGHT COMPANY (“IPL”)-**

<b>Customer Name</b>	<b>Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services and Transaction Terms Grandfathered</b>
Spencer Municipal Utilities (Assignee) See footnote #2 for Assignors	Neal 3 Transmission Assignments for Capacity Schedule Raun to Lehigh, dated 3-14-94		None Stated	Assignment of Transmission Capacity
Spencer Municipal Utilities (Assignee) See footnote #1 for Assignors	Neal 3 Transmission Assignments for Capacity Schedule Raun to Lehigh, dated 10-15-85		None Stated	Assignment of Transmission Capacity
Spencer Municipal Utilities (Assignee) See footnote #3 for Assignors	Neal 3 Transmission Assignments for Capacity Schedule Raun to Lehigh, dated 10-24-79		None Stated	Assignment of Transmission Capacity
Board of Trustees of Municipal Electric Utility of the City of Cedar Falls, Iowa (Assignee) See footnote #1 for Assignors	Neal 3 Transmission Assignments for Capacity Schedule - Sycamore to Lehigh, dated 10-24-79		None Stated	Assignment of Transmission Capacity
Board of Trustees of Municipal Electric Utility of the City of Cedar Falls, Iowa (Assignee) See footnote #1 for Assignors	Neal 3 Transmission Assignments for Capacity Schedule - Sycamore to Lehigh, dated 10-15-85		None Stated	Assignment of Transmission Capacity

1/ Assignors: Iowa-Illinois Gas and Electric Co., Iowa Power and Light Co., Iowa Public Service Co., and Iowa Southern Utilities Co.

2/ Assignors: Iowa-Illinois Gas and Electric Co., Midwest Power Systems, Inc. and IES Utilities Inc.

3/ Assignors: Iowa-Illinois Gas and Electric Co., Iowa Power and Light Co, and Iowa Southern Utilities Co.

**ALLIANT ENERGY CORPORATION – CONT'D.**

**I. ALLIANT ENERGY – INTERSTATE POWER AND LIGHT COMPANY (“IPL”)-**

<b>Customer Name</b>	<b>Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services and Transaction Terms Grandfathered</b>
Iowa Public Service Company (Assignee) See footnote #3 for Assignors	Neal 3 Transmission Assignments for Capacity Schedule - Raun to Lehigh, dated 10-24-79		None Stated	Assignment of Transmission Capacity
Algona Municipal Utilities (Assignee) See footnote #2 for Assignors	Neal 3 Transmission Assignments for Capacity Schedule - Raun to Lehigh, dated 3-14-94		None Stated	Assignment of Transmission Capacity
Algona Municipal Utilities (Assignee) See footnote #1 for Assignors	Neal 3 Transmission Assignments for Capacity Schedule - Raun to Lehigh, dated 10-15-85		None Stated	Assignment of Transmission Capacity
Algona Municipal Utilities (Assignee) See footnote #3 for Assignors	Neal 3 Transmission Assignments for Capacity Schedule - Raun to Lehigh, dated 10-24-79		None Stated	Assignment of Transmission Capacity

1 Assignors: Iowa-Illinois Gas and Electric Co., Iowa Power and Light Co., Iowa Public Service Co., and Iowa Southern Utilities Co.

2 Assignors: Iowa-Illinois Gas and Electric Co., Midwest Power Systems, Inc. and IES Utilities Inc.

3 Assignors: Iowa-Illinois Gas and Electric Co., Iowa Power and Light Co., and Iowa Southern Utilities Co.

**ALLIANT ENERGY CORPORATION – CONT'D.**

**I. ALLIANT ENERGY – INTERSTATE POWER AND LIGHT COMPANY (“IPL”)-**

<b>Customer Name</b>	<b>Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services and Transaction Terms Grandfathered</b>
Dairyland Power Cooperative	Interconnection and Interchange Agreement between Dairyland Power Cooperative and Interstate Power Company, dated 08-17-66, including Exhibits A-F, as amended	Interstate Power Company Rate Schedule No. 80	2 years' written notice.	Transmission Service
Corn Belt Power Cooperative (Assignee) See footnote #1 for Assignors	Neal 3 Transmission Assignments for Capacity Schedule - Sycamore to Lehigh Dated 10-24-79		None Stated	Assignment of Transmission Capacity
Corn Belt Power Cooperative (Assignee) See footnote #2 for Assignors	Neal 3 Transmission Assignments for Capacity Schedule Raun to Lehigh Dated 3-14-94		None Stated	Assignment of Transmission Capacity
Corn Belt Power Cooperative (Assignee) See footnote #3 for Assignors	Neal 3 Transmission Assignments for Capacity Schedule Raun to Lehigh, dated 10-24-79		None Stated	Assignment of Transmission Capacity
Corn Belt Power Cooperative (Assignee) See footnote #1 for Assignors	Neal 3 Transmission Assignments for Capacity Schedule - Sycamore to Lehigh, dated 10-15-85		None Stated	Assignment of Transmission Capacity
Corn Belt Power Cooperative (Assignee) See footnote #1 for Assignors	Neal 3 Transmission Assignments for Capacity Schedule Raun to Lehigh, dated 10-15-85		None Stated	Assignment of Transmission Capacity



**AMERICAN TRANSMISSION COMPANY, LLC**

**I. ALLIANT-EAST (i.e., Wisconsin Power & Light Co.)**

<b>Customer Name</b>	<b>Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services and Transaction Terms Grandfathered</b>
Wisconsin Public Power Inc.	Agreement between WP&L and the Wisconsin Public Power Inc. SYSTEM Concerning Citing, Construction and Operation of Combine Turbine Generation entered into June 5, 1989	Rate Schedule FERC No. 158 (approved in Docket No. ER90-319-000)	Expires until such time as the CT is permanently retired from service, or sold by WPPI to WPL or a third party, unless the Agreement is terminated. Also, in the event of a breach, the affected party can terminate upon 60-days' notice.	Transmission services.
Village of Belmont	Wholesale Power Contract	W-3 FULL REQUIREMENTS	10/30/06	Network transmission & all ancillaries
Village of Benton	Wholesale Power Contract	W-3 FULL REQUIREMENTS	Rolling	Network transmission & all ancillaries
City of Elkhorn	Wholesale Power Contract	W-3 FULL REQUIREMENTS	Rolling	Network transmission & all ancillaries
Evansville Water & Light	Wholesale Power Contract	W-3 FULL REQUIREMENTS	Rolling	Network transmission & all ancillaries
Village of Hazel Green	Wholesale Power Contract	W-3 FULL REQUIREMENTS	Rolling	Network transmission & all ancillaries
Village of Mount Horeb	Wholesale Power Contract	W-3 FULL REQUIREMENTS	Rolling	Network transmission & all ancillaries
Village of New Glarus	Wholesale Power Contract	W-3 FULL REQUIREMENTS	Rolling	Network transmission & all ancillaries
City of Shullsburg	Wholesale Power Contract	W-3 FULL REQUIREMENTS	Rolling	Network transmission & all ancillaries
Village of Black Earth	Wholesale Power Contract	W-3 FULL REQUIREMENTS	Rolling	Network transmission & all ancillaries
Village of Mazomanie	Wholesale Power Contract	W-3 FULL REQUIREMENTS	Rolling	Network transmission & all ancillaries

**AMERICAN TRANSMISSION COMPANY, LLC – CONT'D.**

**I. ALLIANT-EAST (i.e., Wisconsin Power & Light Co.)**

<b>Customer Name</b>	<b>Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services and Transaction Terms Grandfathered</b>
Village of Sauk City	Wholesale Power Contract	W-3 FULL REQUIREMENTS	Rolling	Network transmission & all ancillaries
City of Wisconsin Dells	Wholesale Power Contract	W-3 FULL REQUIREMENTS	Rolling	Network transmission & all ancillaries
Village of Wonewoc	Wholesale Power Contract	W-3 FULL REQUIREMENTS	Rolling	Network transmission & all ancillaries
Village of Gresham	Wholesale Power Contract	W-3 FULL REQUIREMENTS	Rolling	Network transmission & all ancillaries
City of Juneau	Wholesale Power Contract	W-3 FULL REQUIREMENTS	9/1/06	Network transmission & all ancillaries
Menominee Indian Tribe of WI	Power Supply Agreement	W-3 FULL REQUIREMENTS	Rolling	Network transmission & all ancillaries
Pioneer Power & Light	Wholesale Power Contract	W-3 FULL REQUIREMENTS	Rolling	Network transmission & all ancillaries
City of Princeton	Wholesale Power Contract	W-3 FULL REQUIREMENTS	Rolling	Network transmission & all ancillaries
City of Sheboygan Falls	Wholesale Power Contract	W-3 FULL REQUIREMENTS	9/1/06	Network transmission & all ancillaries

**AMERICAN TRANSMISSION COMPANY, LLC – CONT'D.**

**II. WISCONSIN ELECTRIC POWER COMPANY**

<b>Customer Name</b>	<b>Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services and Transaction Terms Grandfathered</b>
City of Geneva, Illinois	Power Service Agreement	Rate Schedule FERC No. 84 (approved in FERC Docket No. ER96-186-000)	Ending 12/31/05 with an additional 5-year extension upon notification by the City within 2 years of expiration of initial term	Full requirements service, Curtailable Load Service, Economic Development Power, Litigation Support and Other Energy-Related Services.
City of Crystal Falls, Michigan	Power Service Agreement	Rate Schedule FERC No. 86 (approved in FERC Docket No. ER96-514-000)	Ending 11/14/05 with an additional 5-years' extension upon notification by the City within 1 year of expiration of initial term	Partial requirements service.
Alger Delta Cooperative Electric Association	Power Service Agreement	Rate Schedule FERC No. 88 (approved in FERC Docket No. ER96-883-000)	Ending 12/31/05 with an additional five-year extension upon notification by the City within 1 year of expiration of initial term	Full requirements service.
Ontonagon County Electrification Association	Power Service Agreement	Rate Schedule FERC No. 89 (approved in FERC Docket No. ER96-1057-000)	Ending 01/15/06	Full requirements service.
City of Norway, Michigan	Reregulation Agreement Menominee River	Rate Schedule FERC No. 4 (approved in FERC Docket No. ER94-1645-000)	Ending 07/01/04	Norway provides river deregulation at Norway Hydro in return for peaking from WEPCO.
Badger Power Marketing Authority of Wisconsin, Inc.	Electric Service Agreement	Rate Schedule FERC No. 25	Ending 05/31/03	Full requirements service.

**AMERICAN TRANSMISSION COMPANY, LLC – CONT'D.**

**III. EDISON SAULT ELECTRIC COMPANY**

<b>Customer Name</b>	<b>Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services and Transaction Terms Grandfathered</b>
Cloverland Electric Cooperative	Contract for Electric Service	Rate Schedule FERC No. 15	Initial term through 12-31-03 with year-to-year extension and 12-month notice provision.	Bundled partial requirements.

**AMERICAN TRANSMISSION COMPANY, LLC – CONT'D.**

**IV. UPPER PENINSULA POWER COMPANY**

<b>Customer Name</b>	<b>Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services and Transaction Terms Grandfathered</b>
Alger Delta Cooperative Electric Association	Full Requirements Service Agreement	FERC Rate Schedule 32	24 months' notice, but cannot be terminated before 12/31/05 by UPPCo.	Bundled Full Requirements Service
Village of Baraga	Full Requirements Service Agreement	FERC Rate Schedule 35	24 months' notice, but cannot be terminated before 12/31/05 by either Party. Customer may extend beyond 2005 for at least 5 years with 12-months' notice at indexed pricing. Customer may terminate prior to 2005 with 12-months' notice, but is subject to penalties.	Bundled Full Requirements Service
City of Gladstone	Full Requirements Service Agreement	FERC Rate Schedule 36	24 months' notice, but cannot be terminated before 12/31/05 by either Party. Customer may extend beyond 2005 for at least 5 years with 12-months' notice at indexed pricing. Customer may terminate prior to 2005 with 12-months' notice, but is subject to penalties.	Bundled Full Requirements Service

**AMERICAN TRANSMISSION COMPANY, LLC – CONT'D.**

**IV. UPPER PENINSULA POWER COMPANY**

<b>Customer Name</b>	<b>Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services and Transaction Terms Grandfathered</b>
Village of L'Anse	Full Requirements Service Agreement	FERC Rate Schedule 38	24-months' notice, but cannot be terminated before 09/30/06 by either Party. Customer may extend beyond September 2006 for at least 5 years with 12-months' notice at indexed pricing. Customer may terminate prior to September 2006 with 12-months' notice, but is subject to penalties.	Bundled Full Requirements Service
City of Negaunee	Full Requirements Service Agreement	FERC Rate Schedule 37	09/30/06. Customer may extend beyond September 2006 with 12-months' notice at indexed pricing. Customer may terminate prior to September 2006 with 12-months' notice, but is subject to penalties.	Bundled Full Requirements Service
Ontonagon County Rural Electrification Association	Full Requirements Service Agreement	FERC Rate Schedule 33	24-months' notice, but cannot be terminated before 12/31/05 by UPPCo.	Bundled Full Requirements Service
City of Escanaba	Partial Requirements Service Agreement	FERC Rate Schedule 26 (WR-1)	36-months' notice by either Party.	Bundled Partial Requirements Service

**AMERICAN TRANSMISSION COMPANY, LLC – CONT'D.**

**V. WISCONSIN PUBLIC SERVICE CORP.**

<b>Customer Name</b>	<b>Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services and Transaction Terms Grandfathered</b>
Village of Daggett	Full Requirements Service Agreement	FERC Electric Tariff, Volume No. 2, Service Agreement No. 3	3-years' notice by either Party.	Bundled Full Requirements Service
City of Stephenson	Full Requirements Service Agreement	FERC Electric Tariff, Volume No. 2, Service Agreement No. 4	3-years' notice by either Party - June 2008 termination moratorium for WPSC.	Bundled Full Requirements Service
Alger Delta Cooperative Electric Association	Full Requirements Service Agreement	FERC Electric Tariff, Volume No. 2, Service Agreement No. 8	3-years' notice by either Party.	Bundled Full Requirements Service
City of Marshfield	Agreement Concerning Combustion Turbine & Purchased Power Arrangements	FERC Rate Schedule 51	Expires 04/30/13.	Bundled Partial Requirements Service
Oconto Electric Cooperative	Coordination Sales/Service Agreement	FERC Electric Tariff, Volume No. 10, Service Agreement No. 1	Expires 04/30/06.	Bundled Full Requirements Service

**AQUILA, INC. (d/b/a AQUILA NETWORKS)**

**I. MISSOURI PUBLIC SERVICE COMPANY**

<b>Customer Name</b>	<b>Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services and Transaction Terms Grandfathered</b>
Kansas City Power & Light Company and Missouri Public Service Company	Sibley-Overton 345 KV Missouri Interconnection/Missouri Coordination Agreement dated April 22, 1968		Indefinitely and upon 42-months' written notice.	Interchange of power and energy
Kansas Power and Light Company and Missouri Public Service Company	Jeffrey Energy Center Transmission Agreement dated June 1, 1978	FERC Rate Schedule No. 256	Effective until retirement of the last generating unit in which West Plains Energy has an ownership share at Jeffrey Energy Center.	Transmission services
Kansas City Power & Light Company and Missouri Public Service Company	Multiple Interconnection and Transmission Contract dated April 28, 1966	FERC Rate Schedule No. 20	Indefinitely and upon 48-months' written notice.	Interchange of power and energy
Kansas City Power & Light Company and Missouri Public Service Company	Interchange Agreement dated May 7, 1965	FERC Rate Schedule No. 17	Indefinitely and upon 42-months' written notice.	Interchange of power and energy
Kansas City Power & Light Company and Missouri Public Service Company	Electric Interchange Agreement dated June 11, 1965	FERC Rate Schedule No. 18	Indefinitely and upon 36-months' written notice.	Interchange of power and energy
Kansas Gas & Electric Company and Missouri Public Service Company	Power Interchange Agreement dated July 8, 1964	FERC Rate Schedule No. 19	Indefinitely and upon 3-years' written notice.	Interchange of power and energy



**AQUILA, INC. (d/b/a AQUILA NETWORKS) – CONT'D.**

**I. MISSOURI PUBLIC SERVICE COMPANY**

<b>Customer Name</b>	<b>Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services and Transaction Terms Grandfathered</b>
UtiliCorp United Inc., d/b/a Missouri Public Service, and Associated Electric Cooperative, Inc.	Agreement for Interchange of Power & Interconnected Operation dated August 24, 1988	Rate Schedule FERC No. 60	Indefinitely and upon 4-years' written notice.	Interchange of power and energy
Union Electric Company and Missouri Public Service Company	Interchange Agreement dated April 11, 1967	Rate Schedule FERC No. 24	Indefinitely and upon 4-years' written notice.	Interchange of power and energy
City of Independence, Missouri and Missouri Public Service Company	Municipal Participation Agreement dated December 2, 1968		Indefinitely and upon 48-months' written notice.	Interchange of power and energy
Empire District Electric Company and Missouri Public Service Company	Emergency Service Agreement dated August 3, 1967	FERC Rate Schedule No. 45	Indefinitely and upon 30-days' written notice.	Emergency service
Missouri Power & Light Company and Missouri Public Service Company	Agreement dated May 15, 1956		Indefinitely and upon 90-days' written notice.	Transmission service
Kansas City Power & Light Company and Missouri Public Service Company	Wholesale Firm Power Agreement dated February 25, 1975	Rate Schedule FERC No. 74	Indefinitely and upon 18-months' written notice.	Transmission service
Kansas City Power & Light Company and Missouri Public Service Company	Border Customer Service Agreement dated November 7, 1960		Indefinitely and upon 6-months' written notice.	Transmission service to border customers

**AQUILA, INC. (d/b/a AQUILA NETWORKS)– CONT'D.**

**II. BY ST. JOSEPH LIGHT & POWER**

<b>Customer Name</b>	<b>Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services and Transaction Terms Grandfathered</b>
Northern States Power Company, Interstate Power Company, Iowa Public Service Company, Omaha Public Power District, St. Joseph Light & Power Company and Kansas City Power & Light Company	Twin Cities-Iowa-Omaha-Kansas City 345 KV Interconnection Coordination Agreement dated January 22, 1968		Indefinitely and upon 4-years' written notice.	Interchange of power and energy
Kansas City Power & Light Company, St. Joseph Light & Power Company, Nebraska Public Power District, Omaha Public Power District, and Iowa Power Inc.	Coordinating Agreement for the Cooper-Fairport-St. Joseph 345 KV Interconnection March 5, 1990		Indefinitely and upon 4-years' written notice.	Interchange of power and energy
Iowa Power and Light Company and St. Joseph Light & Power Company	Electric Interconnection and Interchange Agreement dated December 31, 1968		Indefinitely and upon 1-year's written notice.	Interchange of power and energy
Iowa Power and Light Company and St. Joseph Light & Power Company	Interconnection Agreement dated November 20, 1968		Indefinitely and upon 3-years' written notice.	Interchange of power and energy
Union Electric Company and St. Joseph Light & Power Company	Interchange Agreement dated May 2, 1969		Indefinitely and upon 5-years' written notice.	Interchange of power and energy

**AQUILA, INC. (d/b/a AQUILA NETWORKS)– CONT'D.**

**III. WESTPLAINS ENERGY**

<b>Customer Name</b>	<b>Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services and Transaction Terms Grandfathered</b>
Kansas Power and Light Company and WestPlains Energy (formerly Central Telephone and Utilities Corporation)	Jeffrey Energy Center Transmission Agreement dated June 1, 1978	FERC Rate Schedule No. 256	Effective until retirement of the last generating unit in which West Plains Energy has an ownership share at Jeffrey Energy Center.	Transmission services
Southwestern Public Service Company and WestPlains Energy (formerly Central Telephone and Utilities Corporation)	Interconnection Agreement dated December 15, 1976	FERC Rate Schedule No. 63	Indefinitely.	Interchange of power and energy
Sunflower Electric Cooperative, Inc. and WestPlains Energy (formerly Central Telephone and Utilities Corporation)	Electric Interconnection and Interchange Agreement dated April 9, 1980		Effective until 05/01/14 and thereafter until terminated by 4-years' written notice.	Interchange of power and energy
Kansas Electric Power Cooperative, Inc. and WestPlains Energy (formerly Centel Corporation)	Electric Sales, Transmission and Service Contract dated May 16, 1988	FERC Rate Schedule No. 71	Indefinitely and upon 5-years' written notice.	Transmission services
Midwest Energy, Inc. and WestPlains Energy (formerly Centel Corporation)	Interconnection Contract dated May 29, 1987	FERC Rate Schedule No. 70	Indefinitely and upon 1-year's written notice.	Interchange of power and energy
Kansas Gas and Electric Company and WestPlains Energy (formerly Western Light and Telephone Company)	Electric Interconnection Contract dated June 28, 1960	FERC Rate Schedule No. 19	Indefinitely.	Interchange of power and energy

**AQUILA, INC. (d/b/a AQUILA NETWORKS)– CONT'D.**

**III. WESTPLAINS ENERGY**

<b>Customer Name</b>	<b>Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services and Transaction Terms Grandfathered</b>
Kansas Power and Light Company and WestPlains Energy (formerly Western Light and Telephone Company)	Electric Interconnection Contract dated March 2, 1964		Indefinitely and upon 3-years' written notice.	Interchange of power and energy
City of Beloit, Kansas and WestPlains Energy	Amendatory Agreement No. 1 to Municipal Interconnection Contract			

**CENTRAL ILLINOIS LIGHT COMPANY**

<b>Customer Name</b>	<b>Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services and Transaction Terms Grandfathered</b>
Corn Belt Electric Cooperative	Firm Point-to-Point Transmission Service under Central Illinois Light Company's Open Access Transmission Tariff	FERC Electric Tariff No. 4, Service Agreement No. 26, effective 6-1-97 (approved in FERC Docket No. ER97-3568-000)	5 years beginning 6/1/97 (terminates 6/1/02).	Firm point-to-point transmission service, 69KV delivery service, ancillary services, and real-power loss service.
City Water, Light & Power (Springfield, Illinois)	Borderline customer energy payback	None	None	Payback of the net amount of energy consumed by borderline customers on a periodic basis based on a mutually agreed upon schedule.

**CINERGY SERVICES, INC.**

**I. PSI ENERGY, INC.**

<b>Customer Name and Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services and Transaction Terms Grandfathered</b>
Interconnection and Facilities Agreement with Hoosier Energy Rural Electric Cooperative, Inc. Dated: 3/9/71	222	Initial term ending on 3/9/96; thereafter requires 5-years' notice.	Local Facilities Service pursuant to Section 1 F - Wheeling.
Power Coordination Agreement with Wabash Valley Power Association Dated: 3/1/96	267	Initial term ending on 12/31/14; thereafter requires 3-years' notice.	
Interconnection and Facilities Agreement with American Municipal Power - Ohio, Inc. Dated: 9/1/83	237	Initial term ending on 12/31/86; with automatic annual renewals; termination requires 1-year's notice.	Transmission Service Agreement.
Transmission and Local Facilities Ownership, and Maintenance Agreement with WVPA and IMPA Dated: 11/5/85	253	21st anniversary after the death of the last surviving Kennedy grandchild.	Bulk Transmission System Use, Common Transmission System Use and Local Facilities.
Supply of Electric Service to Municipal Electric System (Towns of Brooklyn, Coatesville, Dublin, Dunreith, Hagerstown, Knightstown, Lewisville, Montezuma, New Ross, Rockville, South Whitely, Spiceland, Staughn, Thorntown, Veedersburg and Williamsport) Dated: 8/23/95	MUN	Initial term of 5 years with automatic 12-month renewals; either party may terminate with 12-months' written notice by either party.	FERC Electric Tariff Original Vol. No. 1.
Supply of Electric Service to Jackson County REMC Dated: 8/23/95	REMC-1	Initial term of 5 years with automatic 12-month renewals; either party may terminate with 12-months' written notice by either party.	FERC Electric Tariff Original Vol. No. 2.

**CINERGY SERVICES, INC. – CONT'D.**

**I. PSI ENERGY, INC.**

<b>Customer Name and Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services and Transaction Terms Grandfathered</b>
City of Logansport Dated: 7/2/93	256	Initial term ending on 12/31/02 thereafter requires 4-years' notice prior to the expiration date. If not terminated in 2002, the agreement continues for 8 years thereafter and requires 4-years' notice prior to the expiration date.	

**II. THE CINCINNATI GAS AND ELECTRIC COMPANY**

<b>Customer Name and Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services and Transaction Terms Grandfathered</b>
Lease of Conesville-Corridor 345kv Transmission Line with Columbus Southern Power Company & DP&L (CCD) Dated: 8/26/74	37	21st anniversary after the death of the last survivor of long list of children.	Lease terms spell out the billings by AEP to CG&E/DP&L.

**CINERGY SERVICES, INC. – CONT'D.**

**II. THE CINCINNATI GAS AND ELECTRIC COMPANY**

<b>Customer Name and Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services and Transaction Terms Grandfathered</b>
Interconnection Agreement with East Kentucky Power Cooperative, Inc. Dated: 3/1/84	43	Initial term ending on 12/31/92; continues thereafter unless terminated with 4-years' notice on any anniversary date.	Concurrent Exchange Service per the 138kv Interconnection Agreement.
Facility Agreement with Ohio Valley Electric Cooperation Dated: 5/1/92	49	Continues in effect annually unless terminated with at least 1-year's notice.	Facility Agreement.
Interconnection Agreement with American Municipal Power - Ohio, Inc. Dated: 4/1/94	53	Continues in effect annually unless terminated with at least one 1-year's notice.	E-Bulk Transmission Service.
Transmission Agreement with Ohio Valley Electric Corp. Dated: 7/10/53		Until the termination of the Inter-Company Power Agreement.	Basic Transmission Agreement - Miami Fort Units #7 & #8.



**CINERGY SERVICES, INC. – CONT'D.**

**II. THE CINCINNATI GAS AND ELECTRIC COMPANY**

<b>Customer Name and Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services and Transaction Terms Grandfathered</b>
Basic Transmission & Facility Agreements with Dayton Power & Light Company (CD) Dated: 3/1/84		Initial term ending on 3/1/34; thereafter continues automatically for successive 5-year periods, termination requires at least 2-years' notice.	
Basic Transmission & Facility Agreements with Dayton Power & Light Company and Columbus Southern Company (CCD) Dated: 10/1/64		Initial term ends 50 years from execution; thereafter continues automatically for successive 5-year periods, termination requires at least 2-years' notice for Basic Agreements Transmission Agreements #1 and #2.	Basic Transmission Agreement #1 - Beckjord-Greene Line.
Dated: 12/29/66		Same as Basic Transmission Agreement #1 above.	Basic Transmission Agreement #2 - Stuart Station (Five Lines).
Dated: 7/17/73		21st anniversary after the death of the last survivor of long list of children.	Lease of Conesville Unit 4 Common Facilities.
Dated: 3/1/73		Same as Basic Transmission Agreements #1 above.	Basic Transmission Agreement #3 - Conesville Corridor.

**CINERGY SERVICES, INC. – CONT'D.**

**II. THE CINCINNATI GAS AND ELECTRIC COMPANY**

<b>Customer Name and Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services and Transaction Terms Grandfathered</b>
Dated: 8/15/77		Same as Basic Transmission Agreements #1 above.	Basic Transmission Agreement #4 - Zimmer Transmission.

**III. UNION LIGHT, HEAT AND POWER COMPANY**

<b>Customer Name and Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services and Transaction Terms Grandfathered</b>
Interconnection Agreement with East Kentucky Power Cooperative, Inc. Dated: 3/1/84	13	Initial term ending on 12/31/92; continues thereafter unless terminated with 4-years' notice on any anniversary date.	Concurrent Exchange Service per the 138kv Interconnection Agreement (per letter of concurrence).

**CITY WATER, LIGHT & POWER (SPRINGFIELD, ILLINOIS)**

<b>Customer Name and Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services and Transaction Terms Grandfathered</b>
Central Illinois Light Company		None	Borderline customer energy payback

**HOOSIER ENERGY REC<sup>2/</sup>**

<b>Customer Name</b>	<b>Contract Title</b>	<b>Term of Agreement</b>	<b>Services and Transaction Terms</b>
Western Indiana Energy REMC	Wholesale Power Contract (10/6/97)	01/01/20	Full Requirements.
Henry County REMC	Wholesale Power Contract (4/16/84)	01/01/20	Full Requirements.
Clark County REMC	Wholesale Power Contract (7/10/78)	01/01/20	Full Requirements.
Morgan County REMC	Wholesale Power Contract (3/26/60)	01/01/20	Full Requirements.
Harrison County REMC	Wholesale Power Contract (3/22/60)	Original 40 years; 01/01/20 by 12/28/76 amendment.	Full Requirements.
Johnson County REMC	Wholesale Power Contract (3/22/60)	Original 40 years; 01/01/20 by 12/28/76 amendment.	Full Requirements.
Whitewater Valley REMC	Wholesale Power Contract (1/1/94)	01/01/20	Full Requirements.
Dubois REC, Inc.	Wholesale Power Contract (3/17/60)	Original 40 years; 01/01/20 by 12/11/76 amendment.	Full Requirements.
Southern Indiana REC, Inc.	Wholesale Power Contract (4/9/60)	Original 40 years; 01/01/20 by 12/10/76 amendment.	Full Requirements.
Southeastern Indiana REMC	Wholesale Power Contract (3/25/60)	Original 40 years; 01/01/20 by 1/17/77 amendment.	Full Requirements.
Utilities District of Western Indiana REMC	Wholesale Power Contract (4/9/60)	Original 40 years; 01/01/20 by 12/10/76 amendment.	Full Requirements.
Daviess-Martin County	Wholesale Power Contract (3/22/60)	Original 40 years; 01/01/20 by 12/28/76 amendment.	Full Requirements.
Decatur County REMC	Wholesale Power Contract (3/25/60)	Original 40 years; 01/01/20 by 3/24/77 amendment.	Full Requirements.

<sup>2/</sup> Please note that because Hoosier Energy REC is not regulated by the Commission, its contracts do not have FERC rate schedule numbers.

**HOOSIER ENERGY REC – CONT'D.**

<b>Customer Name</b>	<b>Contract Title</b>	<b>Term of Agreement</b>	<b>Services and Transaction Terms</b>
Bartholomew County REMC	Wholesale Power Contract (3/26/60)	Original 40 years; 01/01/20 by 2/8/77 amendment.	Full Requirements.
Shelby County REMC	Wholesale Power Contract (3/21/60)	Original 40 years; 01/01/20 by 12/20/76 amendment.	Full Requirements.
Rush County REMC	Wholesale Power Contact (4/19/60)	Original 40 years; 01/01/20 by 12/28/76 amendment.	Full Requirements.
Orange County REMC	Wholesale Power Contract (3/26/60)	Original 40 years; 01/01/20 by 12/30/76 amendment.	Full Requirements.
Troy Utilities Service Board	Agreement for Supply of Electric Energy (6/18/96)	Initial 10-year term with 1-year's notice.	Full Requirements.
PECO Energy Co. (2 agreements)	Unit Power Sales Agreement (2/10/97)	1/1/97 through 12/31/06	Unit power sale - includes transmission service to Cinergy.
	Unit Power Sales Agreement (7/24/97)	1/1/98 through 12/31/07	
Southern Indiana Gas & Electric Co.	Agreement for Sale of Firm Power (6/14/89)	6/14/89 through 3/15/00	Firm power purchase - includes transmission service to Hoosier Energy interconnection (through Sigeco).
	Revised Agreement for Sale of Firm Power (1/23/92)	1/23/92 through 3/15/00	
Big Rivers Electric Corp. (2 agreements)	Unit Power Agreement (9/14/90)	12/31/00	Unit power purchase and firm power purchase - both include transmission service to Hoosier Energy interconnection.
	Peaking Power Agreement (3/11/93)	6/1/93 through 9/30/99	

**HOOSIER ENERGY REC – CONT'D.**

<b>Customer Name</b>	<b>Contract Title</b>	<b>Term of Agreement</b>	<b>Services and Transaction Terms</b>
United States of America, Indiana Statewide Rural Electric Coop., Inc., Public Service Company of Indiana, Inc., and Southern Indiana Gas & Electric Co.	Interconnection Agreement (3/19/71), Rate Schedule FERC No. 222	25 years with 5-years' notice.	Interconnection agreement - transmission service.
Hoosier Energy Division of Indiana Statewide Rural Electric Cooperative, Inc., Public Service Company of Indiana, Inc., and Southern Indiana Gas & Electric Co.	Interconnection Agreement (4/15/77)	25 years with 5-years' notice.	Interconnection agreement.
Virginia Electric & Power Co.	Unit Power Sales Agreement (3/12/84)	12/31/99	Unit power sale - includes transmission service to PSI.
Wabash Valley Power Assoc., Inc.	Power Sales Agreement (10/28/87)	12/31/17	Firm power sale - includes transmission service to PSI.
Indianapolis Power & Light Co.	Interconnection Agreement (12/1/81)	12/31/10	Transmission service.
East Kentucky Power Cooperative	System Power Sales Agreement (3/31/97)	12/31/02	Firm power sale – includes transmission service to PSI.

**INDIANA MUNICIPAL POWER AGENCY**

<b>Customer Name</b>	<b>Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services and Transaction Terms Grandfathered</b>
PSI Energy, Inc. and Wabash Valley Power Association, Inc.	Transmission and Local Facilities Ownership, Operation and Maintenance Agreement between Wabash Valley Power Association, Inc., Indiana Municipal Power Agency and PSI Energy, Inc., as amended and supplemented	PSI Energy Rate Schedule FERC No. 253	21 <sup>st</sup> anniversary after the death of the last surviving Kennedy grandchild.	Bulk Transmission System Use, Common Transmission System Use and Local Facilities
Advance, IN; Anderson, IN; Bainbridge, IN; Bargersville, IN; Centerville, IN; Columbia City, IN; Covington, IN; Crawfordsville, IN; Darlington, IN; Edinburgh, IN; Flora, IN; Frankfort, IN; Frankton, IN; Greendale, IN; Greenfield, IN; Jamestown, IN; Ladoga, IN; Lawrenceburg, IN; Lebanon, IN; Linton, IN; Middletown, IN; Paoli, IN; Pendleton, IN; Peru, IN; Rensselaer, IN; Richmond, IN; Rising Sun, IN; Scottsburg, IN; Tipton, IN; Washington, IN; and Waynetown, IN	Member Power Sales Contracts	N/A	04/01/32	Full requirements service.
Pittsboro, IN	Power Supply Agreement	N/A	12/31/06	Full requirements service.

**INDIANA MUNICIPAL POWER AGENCY – CONT'D.**

<b>Customer Name</b>	<b>Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services and Transaction Terms Grandfathered</b>
Central Illinois Public Service Co.	Interconnection Agreement		12/31/05 and thereafter until either party provides 3-years' written termination notice.	
Louisville Gas & Electric Co.	Interconnection Agreement		03/31/98 and thereafter until either party provides 2-years' written termination notice.	
Wabash Valley Power Association Inc.	Interconnection Agreement		12/31/98 and thereafter until either party provides 2-years' written termination notice.	
Indianapolis Power & Light Co.	Interconnection Agreement		12/31/10 and thereafter for three-year terms until either party provides 2-years' written termination notice.	
Indiana Michigan Power Company (AEP)	Agreement between IMPA and Indiana and Michigan Electric Co.		12/31/85 and thereafter until either party provides 1-year written termination notice.	
City of Columbia City, IN and Indiana Michigan Power Co.	Municipal Resale Service Agreement		05/14/03 and thereafter for three-year terms until either party provides 3-years' written termination notice.	Full requirements service.



**INDIANA MUNICIPAL POWER AGENCY – CONT'D.**

<b>Customer Name</b>	<b>Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services and Transaction Terms Grandfathered</b>
Indiana Michigan Power Co.	Operating and Facilities Agreement		12/31/08 and thereafter until either party provides 1-year written termination notice.	
Northern Indiana Public Service Co.	Service Agreement for IMPA Member, Rensselaer		12/31/02	

**INDIANAPOLIS POWER & LIGHT COMPANY**

<b>Customer Name</b>	<b>Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services and Transaction Terms Grandfathered</b>
Hoosier Energy Rural Electric Cooperative, Inc.	Interconnection Agreement, dated December 1, 1981, as amended and supplemented	Rate Schedule FERC No. 18	12/31/10	Transmission services.
Wabash Valley Power Association, Inc.	Amendment No. 7 to the Agreement for Supply of Electric Energy for Wholesale-For-Resale, dated as of July 1, 1997	Supplement No. 8 to Rate Schedule FERC No. 21	Initial five (5)-year term expires 07-01-02; however, agreement may be renewed for a successive (5) five-year term, unless terminated in writing. Thereafter, agreement may be renewed yearly unless terminated in writing 120 days before the date of agreement expires.	Wholesale to retail power for Boone County REMC.

**International Transmission Company**

<b>Customer Name</b>	<b>Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services and Transaction Terms Grandfathered</b>
Consumers Power Company, The Detroit Edison Company, Toledo Edison Company	Operating Agreement, dated March 1, 1966, including Amendments	International Transmission Rate Schedule #11	8/1/05	Emergency Energy
Consumers Power Company, The Detroit Edison Company, and Indiana & Michigan Electric Company (American Electric Power Corporation)	Operating Agreement, dated March 1, 1966	International Transmission Rate Schedule #12	8/1/05	Emergency Energy
Consumers Power Company, The Detroit Edison Company, and Northern Indiana Public Service Company	Operating Agreement, dated May 1, 1979	International Transmission Rate Schedule #26	5/8/14	Emergency Energy
Consumers Power Company, The Detroit Edison Company, Toledo Edison Company, Ohio Power Company, and Indiana & Michigan Electric Company (American Electric Power Corporation)	Facilities Agreement, dated September 1, 1967		8/1/2005 and year to year thereafter until terminated by a party giving the other parties at least 4 years' notice.	Facility Coordination
Consumers Power Company and The Detroit Edison Company	Ludington Pumped Storage Hydroelectric Generating Plant Ownership and Operating Agreements, both dated August 20, 1969	P-2680	2020	Plant Ownership, Transmission and Energy Delivery
Consumers Power Company and The Detroit Edison Company	Ludington Project Transmission Facilities Agreement, dated August 20, 1969		Upon termination of Ludington Ownership Agreement, dated 08/20/1969	Ownership, design, construction, operation, use and maintenance of Ludington Project Facilities, including sharing of expenses.

Consumers Power Company and The Detroit Edison Company	Transmission Facilities Agreement, dated August 20, 1969		Upon termination of Ludington Ownership Agreement, dated 08/20/1969	Ownership, design, construction, operation, use and maintenance of Ludington Non-Project Facilities, including sharing of expenses.
Consumers Power Company, The Detroit Edison Company and The Toledo Edison Company	Facilities Agreement, dated March 1, 1973	International Transmission Rate Schedule #19	8/1/2005 and year to year thereafter until terminated by a party giving the other parties at least 4 years' notice.	Facility Coordination

**International Transmission Company – cont’d.**

<b>Customer Name</b>	<b>Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services and Transaction Terms Grandfathered</b>
Michigan Public Power Agency	Belle River Participation Agreement between The Detroit Edison Company and Michigan Public Power Agency, dated December 1, 1982	International Transmission Rate Schedule #31	Upon Retirement of Belle River Power Plant	Transmission and Energy Delivery
Michigan Public Power Agency	Belle River Transmission Ownership and Operating Agreement between The Detroit Edison Company and Michigan Public Power Agency, dated December 1, 1982		Upon Retirement of Belle River Power Plant	
Michigan South Central Power Agency	Limited Term Transmission Service Agreement between The Detroit Edison Company and The Village of Clinton, Michigan, dated September 21, 1987, including Interconnection Agreement between MSCPA and Detroit Edison, dated December 1, 1982	International Transmission Rate Schedule #28	Open Ended, 12-month notice	Interconnection
City of Wyndotte	Interconnection Agreement between The City of Wyndotte and The Detroit Edison Company, dated March 1, 1978	International Transmission Rate Schedule #23	Open Ended – 6 –month notice	Energy Exchange
The City of Detroit, Michigan	Power Supply Agreement between The City of Detroit, Michigan and The Detroit Edison Company, dated October 23, 1991	International Transmission Rate Schedule #32		

**LG&E ENERGY COMPANIES**

**I. LOUISVILLE GAS & ELECTRIC COMPANY**

<b>Customer Name and Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services &amp; Transaction Terms Grandfathered</b>
Implementing Agreement between Louisville Gas & Electric and Indiana Municipal Power Agency	31	Existing transaction ends in 2002.	Limited term sale of capacity and energy under Service Schedule E of IMPA Interconnection Agreement.
Interconnection Agreement between Louisville Gas & Electric and East Kentucky Power Cooperative	25	Term of existing transaction ends in 2005.	Sale of capacity and energy under service Schedule E (Interruptible Sales of Capacity and Energy) to Supplement No. 8 to the EKPC Interconnection Agreement.
Interconnection Agreement between Louisville Gas & Electric and East Kentucky Power Cooperative	25	Evergreen year-to-year service with 2-years' notice for termination.	Exchange of capacity and energy from EKPC including losses to serve the Salt River load station.
Interconnection Agreement between Louisville Gas & Electric and Indiana Municipal Power Agency	31	Evergreen year-to-year service with 2-years' notice for termination.	A 20 MW Limited Term transaction ending in 2002 under Service Schedule E3. Service Schedule H of the IMPA Interconnection Agreement is the transmission delivery of capacity and energy from Trimble County Unit 1, as well as Backup Power and/or Replacement Energy purchased under Service Schedules G or J.

**LG&E ENERGY COMPANIES – CONT'D.**

**II. KENTUCKY UTILITIES**

<b>Customer Name and Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services &amp; Transaction Terms Grandfathered</b>
Transmission Lease Agreement between Louisville Gas & Electric and East Kentucky Power Cooperative	Docket No. ER98-13-000	Term through 2019.	Include the whole agreement which covers the lease of a transmission facility.
Interconnection Agreement with TVA, CG&E and Louisville Gas & Electric Company Dated: 9/23/57	29 (FERC Docket No. ER95-50-000)	Initial term ending on 6/30/97; thereafter continues for successive annual terms, termination requires 1-year's notice.	Transmission services provided under Article III - Tolls Applicable to all Energy Transactions.
Interconnection Agreement Between Kentucky Utilities Company and East Kentucky Power Cooperative, Inc.	203, ER94-209-000	Agreement is extended until 4-years' notice is given.	Services considered grandfathered include the ability to establish delivery points to serve load on the other party's transmission system and to charge for such service at the agreed upon rates. Also included as grandfathered should be the exchange of energy including losses to serve area loads stations for the delivery points established.
Transmission Agreement Between Kentucky Utilities Company and East Kentucky Power Cooperative, Inc. dated February 9, 1995	ER95-580-000	Initial term of 10 years with continuation thereafter until 2-years' prior written notice.	Established a delivery point for a thin-slab steel mill plant, located near Warsaw, Kentucky in Gallatin County, Kentucky to serve the Gallatin Steel load. Services considered grandfathered include this complete agreement and the exchange of energy including losses to serve the load station for the above mentioned delivery points.
Agreement between Electric Energy, Inc. and Central Illinois Public Service Company, Illinois Power Company, Kentucky Utilities Company, Middle South Utilities, Inc. and Union Electric Company	199	Shall remain in force through 12/31/05 or with a minimum of 5-years' notice of cancellation.	Delivery of Firm Additional power to EEI; Receipt of Surplus power from EEI; Delivery of Supplemental power to EEI; Receipt of Permanent power from EEI; Receipt of Released Capacity from EEI.

**LG&E ENERGY COMPANIES – CONT'D.**

**II. KENTUCKY UTILITIES**

<b>Customer Name and Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services &amp; Transaction Terms Grandfathered</b>
City of Owensboro City Utility Commission and Kentucky Utilities Company	Supplement No. 3 to Rate Schedule FPC No. 74	In effect until at least 2020 unless earlier terminated by either party giving 4 years' advance notice of termination, but early termination only allowed if OMU's system demand and reserve reach 80% of Station 2 net capacity.	Purchases from Owensboro; Sales to Owensboro; Purchase of SEPA power and energy for Owensboro and delivery to Owensboro.
Inter-Company Power Agreement among Ohio Valley Electric Corp., <u>et al.</u>	13	Indefinitely.	Purchase of Surplus Power and Surplus Energy from OVEC; Delivery of Supplemental Power to OVEC; Receipt and Delivery of Transmission Losses; Receipt of Permanent Power from OVEC.

**LG&E ENERGY COMPANIES – CONT'D.**

**II. KENTUCKY UTILITIES**

<b>Customer Name and Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services &amp; Transaction Terms Grandfathered</b>
Interconnection Agreement between Tennessee Valley Authority and Kentucky Utilities Company	FERC Rate Schedule 93, Last Filing ER95-1478-000	Agreement is extended until a 2-years' notice is given.	The ability to establish delivery points to serve load on the other party's transmission system and to charge for such service at the agreed upon rates. Also included should be the exchange of energy including losses to serve area loads stations for the above mentioned delivery points.

In addition, Louisville Gas & Electric Company indicates that it has entered into the following contracts:

Contract executed by The United States of America acting by and through the Southeastern Power Administration and Kentucky Utilities Company. May be terminated on June 30th of any year where written notice was given at least 37 months in advance. Grandfathered service shall include Purchases of Capacity and Energy Allocated for Customers in Kentucky Utilities Service Area: Barbourville, Bardstown, Bardwell, Benham, Corbin, Falmouth, Frankfort, Madisonville, Nicholasville, Paris Providence and Owensboro. Filed in FERC Docket No. ER97-1075.

SEPA Power Supply Contracts grandfathered for delivery of purchased power and energy purchased for the following cities in Kentucky Utilities Service Area: Barbourville, Bardstown, Bardwell, Benham, Corbin, Falmouth, Frankfort, Madisonville, Nicholasville, Paris and Providence. May be terminated by the Municipal with 36 months notice and by KU 60 months notice and 37 months under certain circumstances. Filed in FERC Docket No. ER97-1075.

Bundled Municipal Contracts with: City of Bardwell, City of Madisonville (6 agreements), City of Providence (2 agreements), City of Bardstown, City of Frankfort, City of Nicholasville (3 agreements), City of Paris, City of Falmouth, City of Barbourville, City of Corbin, City of Benham and Berea College. Rate Schedule is Rate Schedule WPS-87(M). Contracts require 5 years written notice to terminate.



**LINCOLN ELECTRIC SYSTEM**

Customer Name	Contract Title	Rate Schedule No.	Termination Provisions	Services and Transaction Terms Grandfathered
Auburn, Grand Island, KBR Rural Public Power District, Lincoln Electric System, Municipal Energy Agency of Nebraska, Nebraska Public Power District	Participation and Cost Sharing Agreement dated May 8, 1998	N/A	Initial term of 20 years ending on 05/08/18 with 4-years' written notice.	Transmission services related to the Springview Wind Turbines.
City of Lincoln and Omaha Public Power District	Electric Interconnection and Interchange Agreement dated June 20, 1988	N/A	Initial term ending 01/01/15 and thereafter from year-to-year with 4-years' written notice.	Interconnection agreement - transmission service.
Nebraska Public Power District ("NPPD")	Sheldon Station Participation Power Sales Agreement dated August 7, 1980	N/A	In effect until December 31 of the year in which either (a) the final maturity occurs on any debt, including refunding debt, incurred by NPPD or (b) NPPD permanently retires and removes Sheldon Station from operation, whichever occurs last.	Transmission services related to the Sheldon Generating Station.
Nebraska Public Power District ("NPPD")	Interconnection Agreement dated May 1, 1977	N/A	Initial term of 30 years or until termination of all service schedules (whichever occurs last), with four years written notice	Interconnection agreement and transmission service schedules between Lincoln and NPPD.

**LINCOLN ELECTRIC SYSTEM – CONT'D.**

<b>Customer Name</b>	<b>Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services and Transaction Terms Grandfathered</b>
Consumers Public Power District	Power Sales Contract dated June 1, 1968	N/A	In effect until 09/22/03 with 18 months' notice of intent to continue to operate nuclear facility; thereafter, termination notice is 1-year's advance notice. (Note: Schedule 4 of LES/NPPD Interconnection Agreement amended certain transmission services to 05/01/07 or the date Cooper Nuclear Station ("CNS") is decommissioned, whichever is later.	Transmission services related to the CNS.
Nebraska Public Power District ("NPPD")	Gerald Gentleman Generating Station ("GGGS") Participation Power Sales Agreement dated August 7, 1980	N/A	In effect until December 31 of the year in which either (a) the final maturity occurs on any debt, including refunding debt, incurred by NPPD or (b) NPPD permanently retires and removes GGGS from operation, whichever occurs last.	Transmission services related to the GGGS.
U.S. Department of Energy, Western Area Power Administration ("WAPA")	Contract for Electric Service dated December 27, 1993	N/A	Pursuant to Amendment No. 1, in effect until 12/31/20.	Transmission services related to WAPA Firm Power Contracts.

**LINCOLN ELECTRIC SYSTEM – CONT'D.**

<b>Customer Name</b>	<b>Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services and Transaction Terms Grandfathered</b>
Nebraska Public Power District and Basin Electric Power Cooperative	Transmission Service Contract dated April 29, 1977	N/A	In effect until 12/31/40, unless otherwise terminated by various contract Articles.	Transmission services related to the Missouri Basin Power Project-Laramie River Station.
Basin Electric Power Cooperative; Tri-State Generation and Transmission Association, Inc.; Missouri Basin Public Power Financing Corporation; City of Lincoln; Heartland Consumers Power District; and Wyoming Municipal Power Agency	Missouri Basin Power Project, Laramie River Electric Generation Station and Transmission System Participation Agreement dated May 25, 1977 (with supplements and amendments), including, the Power and Energy Sales Supplement dated January 25, 1982 and the Operating Supplement dated November 15, 1979	N/A	Indefinitely.	Transmission services related to the Missouri Basin Power Project-Laramie River Station.
Associated Electric Cooperative, Inc.; Kansas City Power & Light Company; St. Joseph Light & Power Company; Nebraska Public Power District; Omaha Public Power District; City of Lincoln; Iowa Power Inc.	Coordinating Agreement dated March 5, 1990	N/A	Initial term of 50 years with 4-years' written notice thereafter.	Transmission services related to the Cooper-Fairport-St. Joseph 345 kv Interconnection.
Nebraska Public Power District; Omaha Public Power District; City of Lincoln; Iowa Power Inc.	Transmission Line Terminal Facilities Agreement dated March 5, 1990	N/A	Initial term of 50 years with four-years' written notice thereafter.	Transmission services for the Cooper Station Terminal of the Cooper-Fairport-St. Joseph 345 kv interconnection.

**LINCOLN ELECTRIC SYSTEM – CONT'D.**

<b>Customer Name</b>	<b>Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services and Transaction Terms Grandfathered</b>
Nebraska Public Power District	MINT Transmission Rights Exchange Agreement dated February 15, 1990	N/A	For as long as the MINT Coordinating Agreement remains in effect and LES remains a participant in MINT project.	Transmission services for the Cooper-Fairport-St. Joseph 345 kv interconnection.
Associated Electric Cooperative, Inc.	Letter Agreement Concerning the Reservation of Firm Transmission Service between Associated Electric Cooperative, Inc. and Lincoln Electric Service	N/A	Initial term is for 5 years commencing 11/1/96 and beginning on first anniversary; and each anniversary thereafter, the term will extend automatically for one additional year. One month's notice required to withdraw commitment of firm capacity.	Transmission services related to the Cooper-Fairport-St. Joseph 345 kv Interconnection..
State of Nebraska, Health and Human Services System ("HHSS")	Power Supply and Wheeling Agreement dated January 1, 1999, which supplements Contract #1-07-60-P0117 (in which HHSS receives power and energy from the United States through the U.S. Dept. of Energy-Western Area Power Administration)	N/A	At the time of termination of the HHSS-WAPA Contract No. 1-07-60-P0117 or upon one year's notice, whichever occurs first.	Transmission services related to the WAPA State of Nebraska-HHSS Contract

**LINCOLN ELECTRIC SYSTEM – CONT'D.**

<b>Customer Name</b>	<b>Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services and Transaction Terms Grandfathered</b>
University of Nebraska at Lincoln ("UNL")	Power Supply and Wheeling Agreement dated January 1, 1999, which supplements Contract #1-07-60-P0109 (in which UNL receives power and energy from the United States through the U.S. Dept. of Energy-Western Area Power Administration)	N/A	At the time of termination of the WAPA-UNL Contract No. 1-07-60-P0109 or upon one year's notice, whichever occurs first.	Transmission services related to the WAPA-UNL Contract
Municipal Energy Agency of Nebraska ("MEAN")	Laramie River Station Ownership Representation Agreement between City of Lincoln and MEAN, dated February 1983	N/A	At termination of the Missouri Basin Power Project, Laramie River Electric Generation and Transmission System Participation Agreement, dated 03/15/77, or pursuant to Article 23, whichever occurs first.	Transmission services related to the Missouri Basin Power Project-Laramie River Station.

**MICHIGAN ELECTRIC TRANSMISSION COMPANY LLC**

<b>Customer Name</b>	<b>Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services and Transaction Terms Grandfathered</b>
The Detroit Edison Company, Indiana & Michigan Electric Company and First Energy (Successor to The Toledo Edison Company and Ohio Power Company)	Facilities Agreement dated September 1, 1967, effective 6/2/1969	Rate Schedule No. 1	8/1/2005 and year to year thereafter until terminated by a party giving the other parties at least four years' notice.	Construction and operation of Interconnection Facilities. No cost sharing.
The Detroit Edison Company and First Energy (Successor to The Toledo Edison Company)	Operating Agreement dated March 1, 1966, effective 6/2/1969	Rate Schedule No. 2	8/1/2005 and year to year thereafter until terminated by a party giving the other parties at least four years' notice	Interconnected operations with reference to transmission services under open access tariffs of the parties.
The Detroit Edison Company and Indiana & Michigan Electric Company (American Electric Power Service Corporation)	Operating Agreement dated 3/1/1966, effective 6/2/1969	Rate Schedule No. 3	8/1/2005 and year to year thereafter until terminated by a party giving the other parties at least four years' notice	Interconnected operations with reference to transmission services under open access tariffs of the parties.
Indiana & Michigan Electric Company (American Electric Power Service Corporation)	Facilities Agreement, 9/1/1971, effective on or about 9/1/1971	Rate Schedule No. 4	8/1/2005 and year to year thereafter until terminated by a party giving the other parties at least four years' notice	Construction and operation of Interconnection Facilities. No cost sharing.

**MICHIGAN ELECTRIC TRANSMISSION COMPANY LLC – cont’d.**

<b>Customer Name</b>	<b>Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services and Transaction Terms Grandfathered</b>
Detroit Edison Company and First Energy (Successor to The Toledo Edison Company)	Facilities Agreement dated 3/1/1973, effective 9/1/1974	Rate Schedule No. 5	8/1/2005 and year to year thereafter until terminated by a party giving the other parties at least four years' notice.	Construction and operation of Interconnection Facilities. No cost sharing.
Northern Indiana Public Service Company	Barton Lake/Batavia 12/1/1977 Facilities Agreement, First Revised Rate Schedule, effective 5/1/2001	Rate Schedule No. 6	5/8/2014 and year to year thereafter until terminated by a party giving the other parties at least four years' notice	Construction and operation of Interconnection Facilities. No cost sharing since 5/1/2001.
The Detroit Edison Company and Northern Indiana Public Service Company	Operating Agreement dated 5/1/1979, effective 5/1/1979	Rate Schedule No. 7	5/8/2014 and year to year thereafter until terminated by a party giving the other parties at least four years' notice.	Interconnected operations with reference to transmission services under open access tariffs of the parties.
City of Holland, MI	Coordinated Operating Agreement, dated and effective on or about 4/1/1981; Black River Interconnection Agreement, dated and effective on or about, 2/20/1980	Rate Schedule No. 8	For both agreements, by mutual agreement or upon 60 months notice.	For COA, interconnected operations with reference to transmission services under open access tariffs of METC. For FA, construction and operation of Interconnection Facilities. Holland reimburses METC for O&M costs incurred.

**MICHIGAN ELECTRIC TRANSMISSION COMPANY LLC – cont’d.**

<b>Customer Name</b>	<b>Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services and Transaction Terms Grandfathered</b>
Michigan South Central Power Agency (“MSCPA”)	MSCPA (Coordinated Operating Agreement, dated 11/6/1981, effective 12/3/1982); Village of Clinton (Facilities Agreement, dated and effective 12/1/1982); City of Coldwater (Facilities Agreement, dated and effective 12/31/1996); Marshall (Facilities Agreement, dated 11/20/1980, effective 12/3/1982); Hughes Road (Facilities Agreement, dated 11/20/1980, effective 4/1/1982); Moore Rd-Batavia (Facilities Agreement, dated 11/20/1980, effective 4/1/1982).	Rate Schedule No. 9	For COA, by mutual agreement or upon 60 months notice.  For FAs, earlier of (a) retirement of jointly-owned transmission lines or (b) retirement of related generating plant.	For COA, interconnected operations with reference to transmission services under open access tariffs of METC.  For FAs, construction and operation of Interconnection Facilities. Depending on the FA O&M costs are either (a) shared by the parties in proportion to the ownership interests in the jointly-owned facilities or (b) MSCPA reimburses METC for O&M costs incurred.
City of Lansing, Board of Water and Light (“City of Lansing”)	City of Lansing (Facilities Agreement-Oneida, dated and effective on or about 12/1/1982)	Rate Schedule No. 10	12/1/2017 and year to year thereafter until terminated by a party giving the other parties at least four year’s notice.	Construction and operation of Interconnection Facilities. Lansing reimburses METC for certain O&M costs incurred.



**MICHIGAN ELECTRIC TRANSMISSION COMPANY LLC – cont’d.**

<b>Customer Name</b>	<b>Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services and Transaction Terms Grandfathered</b>
Wolverine Power Supply Cooperative, Inc. (WPSC”) and the City of Grand Haven, Michigan (“Grand Haven”)	Sternberg Road Interconnection Facilities Agreement, dated 4/19/1990 and effective 11/26/1990	Rate Schedule No. 10	By mutual agreement or upon 60 months notice.	Construction and operation of Interconnection Facilities. Grand Haven reimburses METC for certain O&M costs incurred.
Wolverine Power Supply Cooperative, Inc. (“WPSC”)	Bradley Interconnection Facilities Agreement, dated 7/17/1989 and effective 10/5/1989.	Rate Schedule No. 10	By mutual agreement or upon 60 months notice.	Construction and operation of Interconnection Facilities. WPSC reimburses METC for O&M costs incurred.
Wolverine Power Supply Cooperative, Inc. (“WPSC”)	Campbell Unit No. 3 Transmission Ownership and Operating Agreement, dated 8/15/1980	Rate Schedule No. 10	Earlier of (a) retirement of jointly-owned transmission facilities or (b) retirement of related generating plant.	Provides (a) Joint ownership of designated line and (b) specific capacity rights to use of METC transmission system. Parties share line O&M costs in proportion to their ownership interests.
Wolverine Power Supply Cooperative, Inc. (“WPSC”)	Wolverine Transmission Ownership and Operating Agreement, dated 7/27/1992	Rate Schedule No. 10	Earlier of (a) retirement of jointly owned transmission facilities or (b) termination of related firm requirements agreement.	Provides (a) Joint ownership of designated line and (b) specific capacity rights to use of METC transmission system. Parties share line O&M costs in proportion to their ownership interests.
Michigan Public Power Agency (“MPPA”)	Campbell Unit No. 3 Transmission Ownership and Operating Agreement, dated 10/1/1979	Rate Schedule No. 10	Earlier of (a) retirement of jointly-owned transmission facilities or (b) retirement of related generating plant.	Provides (a) Joint ownership of designated line and (b) specific capacity rights to use of METC transmission system. Parties share line O&M costs in proportion to their ownership interests.
Michigan Public Power Agency (“MPPA”)	Belle River Transmission Ownership and Operating Agreement, dated 12/1/1982	Rate Schedule No. 10	Earlier of (a) retirement of jointly-owned transmission facilities or (b) retirement of related generating plant.	Provides (a) Joint ownership of designated line and (b) specific capacity rights to use of METC transmission system. Parties share line O&M costs in proportion to their ownership interests.

**MICHIGAN ELECTRIC TRANSMISSION COMPANY LLC – cont’d.**

<b>Customer Name</b>	<b>Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services and Transaction Terms Grandfathered</b>
City of Lansing, Board of Water and Light	Facilities Agreement - Delhi Interconnection, dated and effective on or about 2/1/1981	Rate Schedule No. 11	By mutual agreement or upon 60 months notice.	Construction and operation of Interconnection Facilities. No cost sharing.
Wolverine Power Supply Cooperative, Inc.	Facilities Agreement - Redwood Interconnection, dated and effective 4/1/1982	Rate Schedule No. 12	By mutual agreement or upon 60 months notice.	Construction and operation of Interconnection Facilities. No cost sharing.
Wolverine Power Supply Cooperative, Inc.	Facilities Agreement - Alba Interconnection, dated and effective 4/1/1982	Rate Schedule No. 13	By mutual agreement or upon 60 months notice.	Construction and operation of Interconnection Facilities. No cost sharing.
Wolverine Power Supply Cooperative, Inc., Successor to Northern Michigan Electric Cooperative, Inc.	Facilities Agreement - Livingston Interconnection, dated 9/1/1982 and effective 4/1/1982	Rate Schedule No. 14	By mutual agreement or upon 60 months notice.	Construction and operation of Interconnection Facilities. WPSC reimburses METC for certain O&M costs incurred.
Wolverine Power Supply Cooperative, Inc., Successor to Northern Michigan Electric Cooperative, Inc.	Facilities Agreement - Airport Interconnections, dated 1/26/1982 and effective 4/1/1982	Rate Schedule No. 15	By mutual agreement or upon 60 months notice.	Construction and operation of Interconnection Facilities. WPSC reimburses METC for certain O&M costs incurred.

**MICHIGAN ELECTRIC TRANSMISSION COMPANY LLC – cont’d.**

<b>Customer Name</b>	<b>Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services and Transaction Terms Grandfathered</b>
Wolverine Power Supply Cooperative, Inc., Successor to Northern Michigan Electric Cooperative, Inc.	Facilities Agreement - Pere Marquette Interconnection, dated 12/30/1982, effective 1/1/1983	Rate Schedule No. 16	By mutual agreement or upon 60 months notice.	Construction and operation of Interconnection Facilities. WPSC reimburses MET for certain O&M costs incurred.
Wolverine Power Supply Cooperative, Inc. and City of Zeeland, Board of Public Works	Blendon Interconnections Facilities Agreement, dated 5/22/1996, and effective 8/1/1996	Rate Schedule No. 17	8/1/2031 and year to year thereafter until terminated by (a) mutual consent or (b) a party giving the other parties at least one year's written notice upon the expiration of the term or upon December 31 of any successive year thereafter.	Construction and operation of Interconnection Facilities. WPSC reimburses METC for certain O&M costs incurred.
Wolverine Power Supply Cooperative, Inc. ("WPSC")	Grand Traverse Interconnections Facilities Agreement, dated 8/1/1998, effective 1/23/1999	Rate Schedule No. 18	By mutual agreement or upon 60 months' notice.	Construction and operation of Interconnection Facilities. WPSC reimburses METC for certain O&M costs incurred.
Michigan South Central Power Agency ("MSCPA")	Project I Transmission Ownership and Operating Agreement, dated 11/20/1980	Rate Schedule No. 30	Earlier of (a) retirement of jointly-owned transmission facilities or (b) termination of related generating plant.	Provides (a) joint ownership of designated line and (b) specific capacity rights to use of METC transmission system. Parties share line O&M costs in proportion to ownership interests.

**MICHIGAN ELECTRIC TRANSMISSION COMPANY LLC – cont’d.**

<b>Customer Name</b>	<b>Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services and Transaction Terms Grandfathered</b>
The Detroit Edison Company	Ludington Project Transmission Facilities Agreement, dated 08/20/1969	Rate Schedule No. 32	Upon termination of Ludington Ownership Agreement, dated 08/20/1969	Ownership, design, construction, operation, use and maintenance of Ludington Project Facilities, including sharing of expenses.
The Detroit Edison Company	Transmission Facilities Agreement, dated 08/20/1969	Rate Schedule No. 33	Upon termination of Ludington Ownership Agreement, dated 08/20/1969	Ownership, design, construction, operation, use and maintenance of Ludington Non-Project Facilities, including sharing of expenses.
The Detroit Edison Company	Ludington Pumped Storage Plant Ownership and Operating Agreements, dated 08/20/1969	Rate Schedule No. 34	For Ownership Agreement, upon termination of license to operate the Plant. For Operating Agreement, upon termination of Ownership Agreement.	For Ownership Agreement, respective ownership interests, obligations and rights of parties concerning design and construction of the Plant and sharing of Plant capability. For Operating Agreement, respective obligations and rights concerning operation and maintenance of the Plant. Note: Plant contains some transmission facilities.
Wolverine Power Supply Cooperative, Inc.	Facilities Agreement - Oden Interconnection Agreement, dated 1/31/96, as amended and effective 4/1/2001	Service Agreement No. 33 under METC OATT	By mutual agreement or upon 60 months notice.	Construction and operation of Interconnection Facilities. WPSC reimburses METC for certain O&M costs incurred.

**MONTANA-DAKOTA UTILITIES CO.**

<b>Customer Name</b>	<b>Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services and Transaction Terms Grandfathered</b>
Western Area Power Administration and Montana-Dakota Utilities Co.	Electric Service Contract with Montana-Dakota Utilities Co.	FERC No. 19	Shall remain in effect until 12/31/15. Either party may terminate at any time after 12/31/06 by 4-years' advance written notice of the effective date of such termination.	Reciprocal transmission service to MDU and Western's native load. Transmission charge is 1 mill/kWh. Service is firm, and is for a rolling 4-year period.  Interconnection requirements and associated obligations of each party. Various facility charges are defined.  Provision for non-firm energy transactions and the associated pricing.  Control Area service and charges.
Basin Electric Power Cooperative and Montana-Dakota Utilities Co.	Interconnection and Common Use Agreement	FERC No. 30	Shall remain in effect through 01/12/07 and continuing year-to-year thereafter until terminated by either party giving the other party 5-years' advance written notice.	Provides mechanism to build joint transmission facilities to serve MDU and Basin load that is interconnected to the MDU transmission system. Also freezes the transmission payments for the load served prior to the signing of the agreement.
Minnkota Power Cooperative, Montana-Dakota Utilities Co., Northwestern Public Service Company, and Otter Tail Power Company	Coyote 1 Station Transmission Facilities Agreement by and between Minnesota Power and Light Company, Minnkota Power Cooperative, Inc., Montana-Dakota Utilities CO., Northwestern Public Service Company, and Otter Tail Power Company	None. There are no transmission payments in the agreement.	Terminate upon the termination of the Coyote Station Agreement for Sharing Ownership of Generating Unit No. 1, which is 12/31/21.	Establishes specific transmission facilities to be constructed by each plant owner to provide delivery of each owner's output to their individual system. Provides transmission service at no charge over the transmission systems of each owner for the purpose of delivering Coyote 1 power to specific delivery points on the transmission system of each owner. Also provides for the repayment of losses in kind.

**MONTANA-DAKOTA UTILITIES CO. – CONT'D.**

<b>Customer Name</b>	<b>Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services and Transaction Terms Grandfathered</b>
Montana-Dakota Utilities Co., Northwestern Public Service Company, and Otter Tail Power Company	Big Stone Plant Transmission Facilities Agreement by and between Otter Tail Power Company, Montana-Dakota Utilities Co., and Northwestern Public Service Company.	None. There are no transmission payments in the agreement.	Terminate upon the termination of the Agreement for Sharing Ownership of Generating Plant, which is 12/31/15.	Establishes specific transmission facilities to be constructed by each plant owner to provide delivery of each owner's output to their individual system. Provides transmission service at no charge over the transmission systems of each owner for the purpose of delivering Big Stone power to specific delivery points on the transmission system of each owner. Also provides for the repayment of losses in kind.
Northern States Power Company, Basin Electric Power Cooperative, and Montana- Dakota Utilities Co.	Interconnection & Interchange Agreement at the Northern States Power Company's Mallard Substation	NSP FERC No. 505	12/31/15 and perpetual thereafter unless terminated by any party's 48-months' notice.	Provides an interconnection point at Mallard between MDU, Basin, NSP, WAPA, and Central Power Electric Cooperative. Provides for priority of use and right to use the interconnection. No transmission service charges are specified.
Montana-Dakota Utilities Co., Basin Electric Power Cooperative, and Western Area Power Administration	Miles City New Underwood 230 kV Transmission Line	None. There are no transmission payments in the agreement	12/31/15 and continuing perpetually unless terminated by any party with no less than 2-years' written notice.	Construction, ownership, maintenance, and interconnection of facilities associated with the 230 kV transmission line. Provides annual fees for compensation of each party for certain equipment maintenance. Provides firm capacity entitlements to the project, and MDU grants Western a license to use MDU's portion of the project at no charge.

**MONTANA-DAKOTA UTILITIES COMPANY – CONT'D.**

<b>Customer Name</b>	<b>Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services and Transaction Terms Grandfathered</b>
Otter Tail Power Company and Northwestern Public Service	Interconnection Agreement	FERC No. 20	Remains in effect for the life of joint owned generation constructed by the parties and thereafter unless terminated with 12-months' written notice by any of the parties.	Provides for the recognition of the Ellendale, ND 230 kV interconnection point between the parties and its use for transmission of energy from the parties joint owned generation to the parties.  Interconnection/Interchange
Minnkota Power Cooperative (assigned from United Power Association, which is now Great River Energy)	Interconnection Agreement	FERC No. 8	1/1/2001 and, if not terminated then, continuing in full force until terminated with 4 years' notice.	Interconnection at Heskett Station with each party allowing the other to transmit electric power and energy through its system to the extent that such system has capacity in excess of that required for its own needs and prior commitments.
Montana-Dakota Utilities Co. Oliver-Mercer Electric Cooperative	Emergency Service Interconnection Agreement	MDU FERC No. 30.	Ten years from 10/26/83, and year-to-year thereafter, unless terminated by either party with 12-months' advance notice of anniversary date.	Provides emergency service to Montana-Dakota Utilities Co.'s Hazen, ND substation at no charge over the transmission system of Oliver-Mercer, and provides emergency service at no charge to Oliver-Mercer's North Star substation over the Montana-Dakota Utilities Co. transmission system (per the Basin/MDU Common Use Agreement – FERC No. 30).
Mor-Gran-Sou Electric Cooperative	Emergency Interconnection Agreement	FERC No. 25	12/31/16, and thereafter until terminated by either party giving 2-years' written notice.	Provides an emergency interconnect point for Mor-Gran-Sou's NW Mandan substation. Transmission service is provided under FERC Nos. 19 and 30.
Capital Electric Cooperative	Joint Facilities Agreement dated November 17, 1977 with Montana-Dakota Utilities Co. (Northwest Bismarck Substation).	FERC No. 28	Thirty-five years, except in the event Cooperative fails to pay fees and costs specified; however, 60 days' notice is required if Cooperative	Provides for ownership, operation and maintenance and transmission service with no wheeling fees.

			defaults.	
Capital Electric Cooperative	Agreement (for construction of 115 kV transmission between NW Bismarck substation and East Bismarck substation)	None	January 2018, except that either party can terminate with 60-days' notice for failure of the other party to fulfill its obligations.	Provides for construction, ownership division, and capacity rights in the 115 kV line. Does not provide directly for transmission service charges.
Capital Electric Cooperative	Agreement (Joint facilities at East Bismarck substation)	FERC 29	12/17/06, except in the event Cooperative fails to pay fees.	Provides for reimbursement and capacity rights in 115 kV facilities in Montana-Dakota Utilities Co. East Bismarck substation. Transmission service charges are not directly addressed.



**MINNESOTA POWER, INC.**

<b>Customer Name</b>	<b>Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services and Transaction Terms Grandfathered</b>
Square Butte Electric Cooperative and Minnkota Power Cooperative, Inc.	Delivery Agreement Between and Among Minnesota Power & Light Company, Square Butte Electric Cooperative, and Minnkota Power Cooperative, Inc., dated as of June 1, 1998	Effective Date June 1, 1998 FERC Rate Schedule No. ____	01/01/27	Transmission services.
Wisconsin Public Power Incorporated	Clay Boswell Steam Electric Generating Station Unit No. 4 Operation, Ownership and Power Sales Agreement between Minnesota Power and Wisconsin Public Power Incorporated System, dated as of January 12, 1990	Effective Date January 12, 1990	Until Boswell Unit No. 4 is retired from service.	Provides prepaid transmission service to the Minnesota Power border.
Cyprus Silver Bay Power Corporation	Transmission Service Agreement, dated as of July 1, 1991	Effective Date July 1, 1991 FERC Rate Schedule No. 161	06/30/11	Transmission services.
Wisconsin Power & Light Company	Negotiated Capacity Option Agreement with Wisconsin Power & Light Company to purchase firm capacity (75 MW)	Effective Date August 31, 1993 FERC Rate Schedule No. 160	01/01/07	The agreement provides a limited and variable reimbursement to WP&L for transmission charges it incurs in delivering firm capacity for the 1998-2007 period from Minnesota Power to its system.
Wisconsin Power & Light Company	Unit Participation Power Sales Agreement between Minnesota Power and Wisconsin Power & Light Company (formerly IPW) to purchase firm capacity (55 MW)	Effective Date August 14, 1991 FERC Rate Schedule No. ____	05/01/02	Bundled transmission service to Minnesota Power's interconnections to other MAPP participants.

**MINNESOTA POWER, INC. – CONT'D.**

<b>Customer Name</b>	<b>Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services and Transaction Terms Grandfathered</b>
Cities of Staples and Wadena, Minnesota	Transmission Service Agreement, dated June 11, 1975 and Supplement to Settlement Agreement dated October 6, 1982	Effective Dates June 11, 1975 and November 1981 FERC Rate Schedule Nos. 133 and 120	4-year cancellation notice	Transmission services.
Dairyland Power Cooperative, Northern States Power Company (Minnesota), Northern States Power Company (Wisconsin) and Superior Water, Light & Power Company	Cost Sharing Agreement for the Phase Angle Regulating Transformer	Effective Date May 30, 1985	By unanimous vote of the Coordination Committee, but no longer than the period during which the transformer is in service.	Cost sharing agreement.
Superior Water, Light & Power Company	Interchange Service Agreement, including Supplement Nos. 1, 2 and 3	March 31, 1988	48-months' written notice by either party, but not before 12/31/10.	SWL&P leases its transmission system to Minnesota Power, which establishes an integrated transmission system. Minnesota Power provides SWL&P with its electric requirements.
Great River Energy and Minnesota Power	NITS Agreement and Operating Agreement under the Transmission Provider's Tariff, including Amendment No. 1.	S.A. #28 under Transmission Provider Tariff	2 years' prior written notice	Network integration transmission service.

**NORTHWESTERN WISCONSIN ELECTRIC COMPANY**

<b>Customer Name</b>	<b>Contract Title</b>	<b>Rate Schedule No.</b>	<b>Termination Provisions</b>	<b>Services and Transaction Terms Grandfathered</b>
Dairyland Power Cooperative	Interconnection and Facility Use Agreement dated September 16, 1983		Continuing indefinitely until 48-months' prior written notice by either party to the other.	Transmission Service Agreement
MAPP	MAPP Restated Agreement Schedule F	OASIS #546298, 546299	5/1/2004	Transmission Service Under Schedule F.